



**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, October 3, 2011
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 19, 2011.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.
8. Communications, Proclamations, and Appointments.
 - a. Email from Trent Lind announcing his resignation from the Alliance for Commerce in Englewood.
 - b. A resolution appointing Wayne Oakley to the Englewood Water and Sewer Board.

- c. A resolution appointing Kells Waggoner to the Englewood Water and Sewer Board.
 - d. A resolution creating a voting alternate position on the Englewood Water and Sewer Board and appointing Jo Lay to fill the position.
 - e. A resolution reappointing Marcia G. O'Brien as Associate Municipal Judge for the City of Englewood, Colorado.
9. Consent Agenda Items.
- a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 55, authorizing an agreement with the Colorado Water Conservation Board for design and construction of Union Avenue Boat Chutes Safety Improvements.
 - ii. Council Bill No. 56, authorizing an access easement to Urban Drainage and Flood Control District for the Union Avenue Boat Chutes Safety Improvements.
 - iii. Council Bill No. 58, updating the NonEmergency Employee Retirement Plan to comply with changes required by the IRS and to correct the Board name.
 - iv. Council Bill No. 66, adopting an amendment to the City of Englewood Police Officers Pension Plan Document.
 - v. Council Bill No. 67, adopting an amendment to the Englewood Firefighters Pension Plan Document.
 - c. Resolutions and Motions.
 - i. Recommendation from the Department of Finance and Administrative Services to adopt a resolution approving changes to the City of Englewood's Investment Policy. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
10. Public Hearing Items. (None Scheduled.)

11. Ordinances, Resolutions and Motions

a. Approval of Ordinances on First Reading.

- i. Council Bill No. 64 - Recommendation from the Finance and Administrative Services Department to adopt a bill for an ordinance amending the Englewood Municipal Code pertaining to vendor fees. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
- ii. Council Bill No. 65 - Recommendation from the Finance and Administrative Services Department to adopt a bill for an ordinance amending the Englewood Municipal Code pertaining to the Waste Transfer Fee. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
- iii. Council Bill No. 60 – Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance adopting the City of Englewood Budget for Fiscal Year 2012. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
- iv. Council Bill No. 61 – Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance appropriating funds for the City of Englewood for Fiscal Year 2012. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
- v. Council Bill No. 62 – Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance adopting the Budget for the Littleton/Englewood Wastewater Treatment Plant for Fiscal Year 2012. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
- vi. Council Bill No. 63 – Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance appropriating funds for the Littleton/Englewood Wastewater Treatment Plant for 2012. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
- vii. Council Bill No. 59 – Recommendation from the Department of Finance and Administrative Services to approve a bill for an ordinance establishing the 2011 Mill Levy to be collected in 2012. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
- viii. Council Bill No. 69 – Recommendation from the Police Department to adopt a bill for an ordinance authorizing application for and acceptance of Colorado Department of Transportation Grants for 2011/2012. **Staff Source: Jeff Sanchez, Deputy Chief of Police.**
- ix. Council Bill No. 70 - Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing two Intergovernmental Subgrantee Agreements for the 2011 Arapahoe County Community Development Block Grant Program. **Staff Source: Janet Grimm, Housing Finance Specialist.**

- x. Council Bill No. 57 (as amended) – Recommendation from the Utilities Department to adopt an amended ordinance relating to fee schedules for sewer connection and collection system fees. **Staff Source: Stewart H. Fonda, Director of Utilities.**
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 54, amending sections of the Englewood Municipal Code pertaining to public notice required for Planned Unit Developments.
 - ii. Council Bill No. 68, relating to fee schedules for water connection service for the water customers of the City of Englewood, Colorado.
 - c. Resolutions and Motions.
 - i. Recommendation from the Department of Finance and Administrative Services to adopt a resolution setting various fees for Medical Marijuana Licenses. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
- 12. General Discussion.
 - a. Mayor’s Choice.
 - b. Council Members’ Choice.
 - i. Council Bill No. 71 – A bill for an ordinance amending the City Council Policy Manual regarding the election of Mayor and Mayor Pro Tem.
- 13. City Manager’s Report.
- 14. City Attorney’s Report.
- 15. Adjournment.

Leigh Ann Hoffhines

From: Darren Hollingsworth
Sent: Wednesday, September 21, 2011 4:11 PM
To: Leigh Ann Hoffhines
Subject: FW: ACE

From: _____
Sent: Thursday, September 15, 2011 3:06 PM
To: Darren Hollingsworth
Subject: ACE

Darren,

I regret to inform you that I will be stepping down from ACE at the end of this month. I have taken a promotion as CEO of Texas Orthopedic Hospital in Houston, TX. It has been a pleasure working with you over these past few years and serving on ACE for these past six months.

As for a replacement, Swedish does have someone in mind who would provide a tremendous contribution to ACE and would serve as a strong representative for Swedish Medical Center. Her name is Erin Petersen and she works closely with the City of Englewood as our hospital Project Manager. Please let me know if you would like to speak with her about this possibility and I would be happy to connect the two of you.

Trent

R. Trent Lind, FACHE
Chief Operating Officer
Swedish Medical Center
501 East Hampden Avenue
Englewood, CO 80113
Phone: 303.788.6352
Fax: 303.788.6269

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION APPOINTING WAYNE OAKLEY TO THE WATER AND SEWER BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Water and Sewer Board is charged with acquiring and protecting the domestic water supply and water rights from injury and pollution; and

WHEREAS, there is a vacancy in the Englewood Water and Sewer Board; and

WHEREAS, Wayne Oakley has applied to serve as a member of the Englewood Water and Sewer Board; and

WHEREAS, the Englewood City Council desires to appoint Wayne Oakley to the Englewood Water and Sewer Board; and

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

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

Section 1. Wayne Oakley is hereby appointed to the Englewood Water and Sewer Board. Wayne Oakley's term will be effective immediately and will expire February 1, 2017.

ADOPTED AND APPROVED this 3rd day of October, 2011.

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 2011.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION APPOINTING KELLS WAGGONER TO THE WATER AND SEWER BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Water and Sewer Board is charged with acquiring and protecting the domestic water supply and water rights from injury and pollution; and

WHEREAS, there is a vacancy in the Englewood Water and Sewer Board; and

WHEREAS, Kells Waggoner has applied to serve as a member of the Englewood Water and Sewer Board; and

WHEREAS, the Englewood City Council desires to appoint Kells Waggoner to the Englewood Water and Sewer Board; and

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

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

Section 1. Kells Waggoner is hereby appointed to the Englewood Water and Sewer Board. Kells Waggoner's term will be effective immediately and will expire February 1, 2013.

ADOPTED AND APPROVED this 3rd day of October, 2011.

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 2011.

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION APPOINTING JO LAY AS AN ALTERNATE VOTING MEMBER TO THE WATER AND SEWER BOARD FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Water and Sewer Board is charged with acquiring and protecting the domestic water supply and water rights from injury and pollution; and

WHEREAS, Jo Lay has graciously offered to serve on the City of Englewood’s boards and commissions; and

WHEREAS, the Englewood City Council desires to appoint Jo Lay as alternate member to the Water and Sewer Board; and

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

WHEREAS, because the Water and Sewer Board Members are required to determine technical and long term water and sewer issues, including water rights litigation, the appointment of an alternate who will attend the meetings and who may sit in and vote when necessary to make a quorum or in the alternative when any member is not at a meeting would create more continuity in the process; and

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

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

Section 1. The Englewood City Council hereby appoints Jo Lay as alternate voting member of the Englewood Water and Sewer Board who may vote if another member of the Board is absent. Jo Lay’s term will be effective immediately.

ADOPTED AND APPROVED this 3rd day of October, 2011.

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 2011.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date: October 3, 2011	Agenda Item: 8 e	Subject: Reappoint Associate Judge Marcia G. O'Brien
Initiated By: Municipal Court	Staff Source: Tamara Wolfe, Court Administrator	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The Municipal Court supports City Council's goal of providing appropriate service levels by requesting that they continue to appoint Associate Judges to serve the City of Englewood

RECOMMENDED ACTION

Presiding Judge Vincent Atencio would request that the Council re-appoint Marcia O'Brien to serve a 4 year term as an Associate Judge for the City of Englewood, commencing October 4, 2011 and expiring October 4, 2015.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Associate judges are required in order for the Court to maintain a full time, full service, schedule. The judges fill in for the Presiding Judge when there is a conflict of interest, illness or vacation. Ms. O'Brien meets the qualifications required to serve as an Associate Judge. An additional Associate Judge is required at this time in order to preserve adequate service levels.

FINANCIAL IMPACT

There is no additional financial impact, as associate judge fees are included in the annual budget.

LIST OF ATTACHMENTS

The Resolution document is attached.

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION FOR REAPPOINTMENT OF MARCIA G. O'BRIEN, AS ASSOCIATE MUNICIPAL JUDGE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, pursuant to Article IX, Part II, Section 68, of the Englewood Home Rule Charter, "Council may appoint one or more associate judges, who shall sit at such times and upon such causes as shall be determined by the presiding municipal judge;" and

WHEREAS, Associate Judges are appointed for four year staggered terms; and

WHEREAS, Marcia O'Brien's prior term expired September 4, 2010; and

WHEREAS, Judge Vincent Atencio requests the Council reappoint Marcia O'Brien to another four year term as an Associate Judge for the City of Englewood;

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

Section 1. Marcia O'Brien, shall be and hereby is reappointed as Associate Municipal Judge in and for the City of Englewood, Colorado, for a term commencing October 4, 2011 and expiring October 4, 2015.

ADOPTED AND APPROVED this 3rd of October, 2011.

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 2011.

Loucrishia A. Ellis, City Clerk

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 55
INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE AUTHORIZING AN “AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF UNION AVENUE BOAT CHUTES SAFETY IMPROVEMENTS” BETWEEN THE COLORADO WATER CONSERVATION BOARD, A DIVISION OF THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF COLORADO AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, there exist structures on the South Platte River known as the Union Avenue Boat Chutes; and

WHEREAS, the Colorado Water Conservation Board wishes to make improvements in those structures: and

WHEREAS, these improvements will require modifications to the discharge portion of the City’s existing raw water intake structure; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of this Agreement at their February 9, 2010 meeting;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes an “Agreement Regarding Design and Construction of Union Avenue Boat Chutes Safety Improvements” between the Colorado Water Conservation Board, a division of the Department of Natural Resources of the State of Colorado and the City of Englewood, Colorado, attached hereto as Attachment 1.

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

Introduced, read in full, and passed on first reading on the 19th day of September, 2011.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 23rd day of September, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of September, 2011 for thirty (30) days.

Read by title and passed on final reading on the 3rd day of October, 2011.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2011, on the 7th day of October, 2011.

Published by title on the City's official website beginning on the 5th day of October, 2011 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 2011.

Loucrishia A. Ellis

**AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF
UNION AVENUE BOAT CHUTES SAFETY IMPROVEMENTS**

This Agreement made this _____ day of _____, 2011, by and between the Colorado Water Conservation Board, a division of the Department of Natural Resources of the State of Colorado (hereinafter called "Board") and the City of Englewood (hereinafter called "City") collectively known as "Parties".

WHEREAS, the Board wishes to make certain improvements to the Union Avenue Boat Chutes area on the South Platte River at a location approximately two-hundred and fifty feet (250') north of the Union Avenue bridge across the South Platte River, near the City's raw water intake and pump station (hereinafter called "Project").

WHEREAS, the Board's proposed project is designed to improve safety to the public by, among other improvements, improving egress from the downstream pool, line of sight to the pool and reducing eddy velocities.

WHEREAS, planning and design is by McLaughlin Engineers.

WHEREAS, these improvements require a modification of the discharge portion of the City's existing raw water intake structure, which is owned by the City. (shown in the East Wall Profile on page 4 of Exhibit A as the concrete wall to be removed).

Now, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. SCOPE OF AGREEMENT.
This Agreement defines the Project along with the responsibilities and financial commitments of the Parties with respect to the project.
2. SCOPE OF THE PROJECT.
The Project shall include all activities involved in the construction of the improvements to include the modification of the discharge portion of City's raw water intake structure as shown on Exhibit A, attached hereto and incorporated by reference.
3. PUBLIC NECESSITY.
Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience and welfare of the public.
4. COSTS.
All design and construction costs shall be the responsibility of the Board. However, the City will grant a temporary construction and access easement to Urban Drainage and Flood Control across the City's Union Avenue pump station property at no cost to the Board or Urban Drainage and Flood Control.
5. PROJECT.
 - A. The design and construction of the Project shall be the responsibility of the Board.
 - B. The City has signed the design documents for the Project shown in Exhibit A, as required by Urban Drainage and Flood Control in order to construct the Project.

- C. The City has no objections to the design of the Project shown in Exhibit A as it relates to the discharge portion of the City's raw water intake structure and facility.
- D. Should the Project create a material or adverse change in the operation of the City's raw water intake facility, at the request of the City, the Board agrees to make repairs to the Project to return the City's raw water intake facility to a condition substantially similar to its condition before the Project or to a condition and acceptable to the City.

6. INSURANCE.

The Urban Drainage and Flood Control District shall require any contractor to provide adequate liability insurance and shall require any contractor to provide proof that it carries general liability insurance for the Project, in amounts not less than \$150,000 per person and \$600,000 per occurrence, that names the City, the Board, and the District as additional insureds, and copies of certificates of insurance shall be provided to the City before any construction within the City's property commences.

7. MAINTENANCE.

The Parties agree that the Board shall own and be responsible for maintenance of the completed and accepted Project. Future maintenance will occur by accessing the Project from Oxford Avenue and not through City's Union Avenue pump station property. Once the Project is completed, the City shall remain in possession of its raw water intake and pump station and shall be solely responsible for its maintenance and operation. No part of the Union Avenue Boat Chutes shall be deemed to be part of any Public Sanitation Facility or Public Water Facility, within the meaning of such terms as defined by §24-10-103(5.5) and 5.7), C.R.S. 2010.

8. LIABILITY.

City shall not be liable in any suits, demands, costs or actions of law resulting from the design, construction or maintenance of the Project.

9. NOTICES.

- A. For the City shall be directed to:
Director of Utilities
1000 Englewood Parkway
Englewood, CO 80110
- B. For the Board shall be directed to:
Chatfield Downstream Channel Improvement Project Coordinator
Colorado Water Conservation Board
1313 Sherman Street – Room 721
Denver, CO 80203
- C. Any notices, demands or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to PARTIES at the addresses set forth above or at such other address as either party may hereafter or from time to time designate by written notice to the other party given when personally delivered or mailed, and shall be considered received in the earlier of either the day on which such notice is actually received by the party to whom it is addressed or the third day after such notice is mailed.

10. AMENDMENTS.
This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments or modifications to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.
11. PRIOR AGREEMENTS.
This Agreement does not abrogate or modify the rights and responsibilities of the parties under prior agreements regarding the boat chutes improvement at this location dated, May 1, 1983, May 1, 1986 and May 19, 1989.
12. SEVERABILITY.
If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.
13. APPLICABLE LAWS.
This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for Arapahoe County, State of Colorado.
14. ASSIGNABILITY.
No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.
15. BINDING EFFECT.
The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.
16. ENFORCEABILITY.
PARTIES hereto agree and acknowledge that this Agreement may be enforced subject to the provisions of the laws of the State of Colorado.
17. TERM AND TERMINATION.
It is anticipated that this Agreement shall remain in effect so long as the structures shown on Exhibit A remain. In no event shall the Board's responsibility for the design, construction and maintenance of the Project cease.
18. APPROPRIATIONS.
Notwithstanding any other term, condition, or provision herein, each and every obligation of CITY and/or BOARD stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of CITY and/or BOARD.
19. GOVERNMENTAL IMMUNITY.
No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

20. NO THIRD PARTY BENEFICIARIES.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

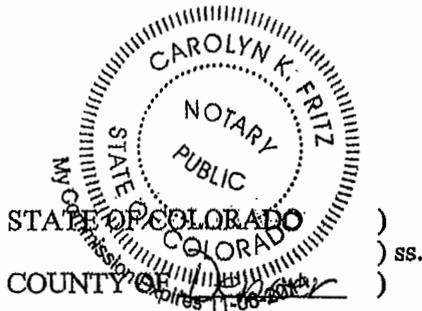
CITY OF ENGLEWOOD, COLORADO

By: _____
James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

COLORADO WATER CONSERVATION BOARD



By: _____

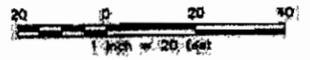
The foregoing instrument was acknowledged before me this 15 day of August, 2011, by Jennifer Gimbal as Director of the Colorado Water Conservation Board.

Witness my hand and official seal.

My Commission expires: 11-16-2014

NOTARY PUBLIC

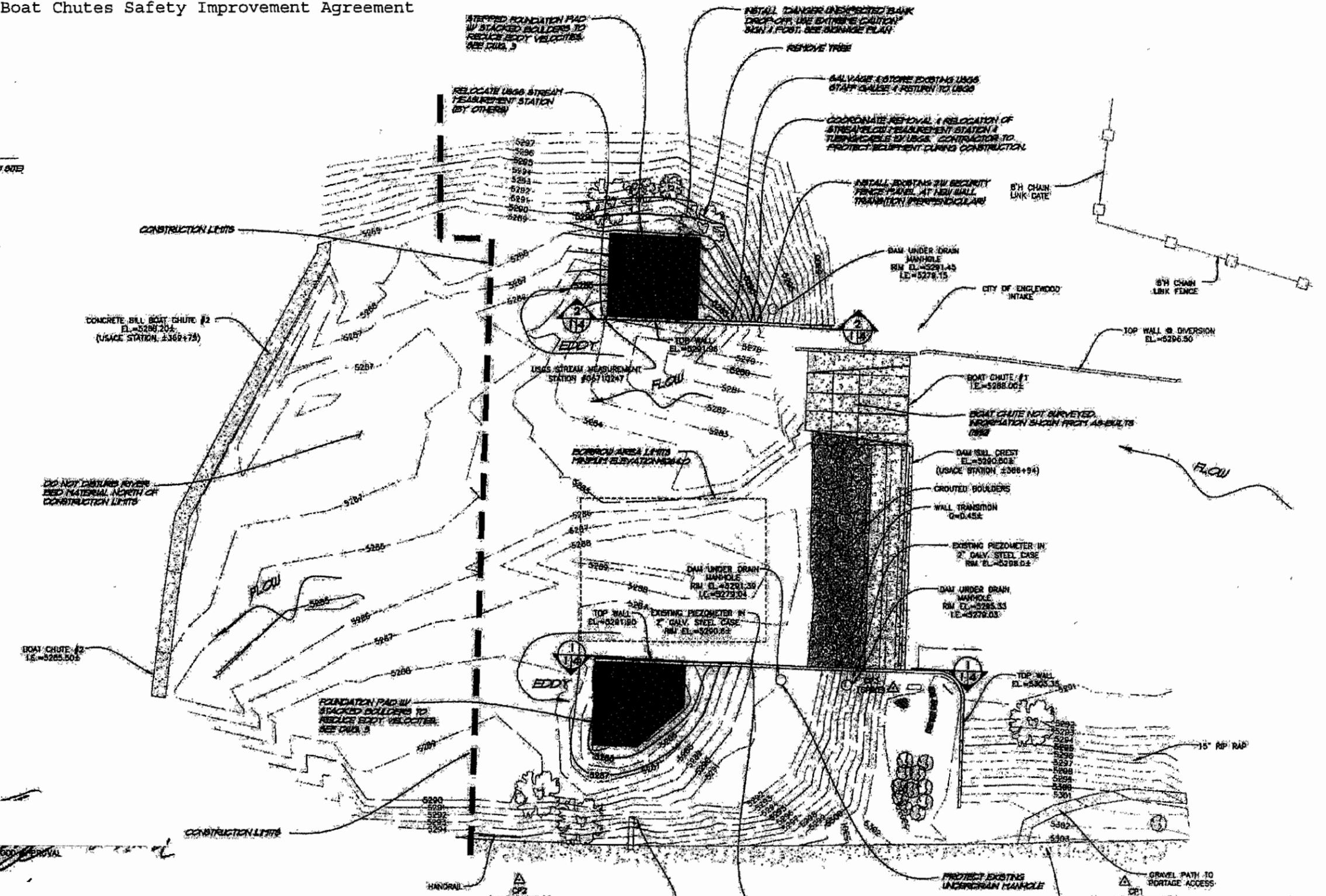
Exhibit A - Union Ave Boat Chutes Safety Improvement Agreement



CENTRIC INTERVAL = 1'
 DAILY + LOCAL
 PLANE BREAKING = LOCAL

- TECH**
- △ CP# PK NAIL IN ASPHALT REST ON CONCRETE PATH (DW SIDE)
 - △ CP# SPOKE WEST OF CONCRETE PATH (NW SIDE)
 - △ CP# SPOKE ON EXISTING VEGETATION AREA DAM ADJACENT

- CONSTRUCTION NOTES**
1. ALL INSTALLATION AND MATERIALS SHALL MEET THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT STANDARD SPECIFICATIONS.
 2. SEE THE PLAN FOR EXISTING AND PROPOSED UTILITIES.
 3. SITE SURVEY CONDUCTED BY HELMUT WINTERMAYER, P.E., OF OCTOBER 21, 2008. USGS RIVER ELEVATION MEASUREMENT FOR THIS DATE WAS 500 CFS. RIVER WATER SURFACE ELEVATION UPSTREAM OF DAM WAS 520.00. RIVER WATER SURFACE DOWNSTREAM OF DAM WAS 508.00.
 4. PROPOSED TOP OF WALL ELEVATIONS CAN BE ADJUSTED UP TO AVOID HORIZONTAL BEARS.
 5. BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL APPLICABLE UTILITY COMPANIES. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH, AND CHARACTERISTICS OF ALL UTILITIES AND STRUCTURES TO BE MAINTAINED OR DAMAGED BY THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY HIS OPERATIONS AND ALL ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITY LINES AND STRUCTURES. THE CONTRACTOR SHALL CALL THE UTILITY NOTIFICATION CENTER OF COLORADO (800) 752-6229 TO OBTAIN AREA UTILITY LOCATIONS.
 6. EROSION & SEDIMENT CONTROL SHALL MEET THE REQUIREMENTS OF URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. CONTAINMENT WALLS SHALL BE PROVIDED BY THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT.
 7. LOCATE AND MAINTAIN EXISTING BOLLARDS AS DIRECTED BY THE ENGINEER.
 8. COORDINATE AND CLEAR AREA ON-SITE FOR EXISTING OBSTACLES THAT ARE UNACCEPTABLE FOR FULL RAIN GAGES.

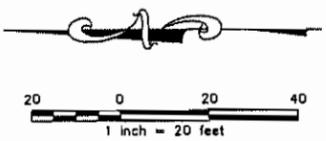


PAUL A. HINDMAN, P.E.
 EXECUTIVE DIRECTOR
 URBAN DRAINAGE & FLOOD CONTROL DISTRICT

DAVID BENNETTS, P.E., CFM
 DESIGN, CONSTRUCTION AND MAINTENANCE MANAGER
 URBAN DRAINAGE & FLOOD CONTROL DISTRICT



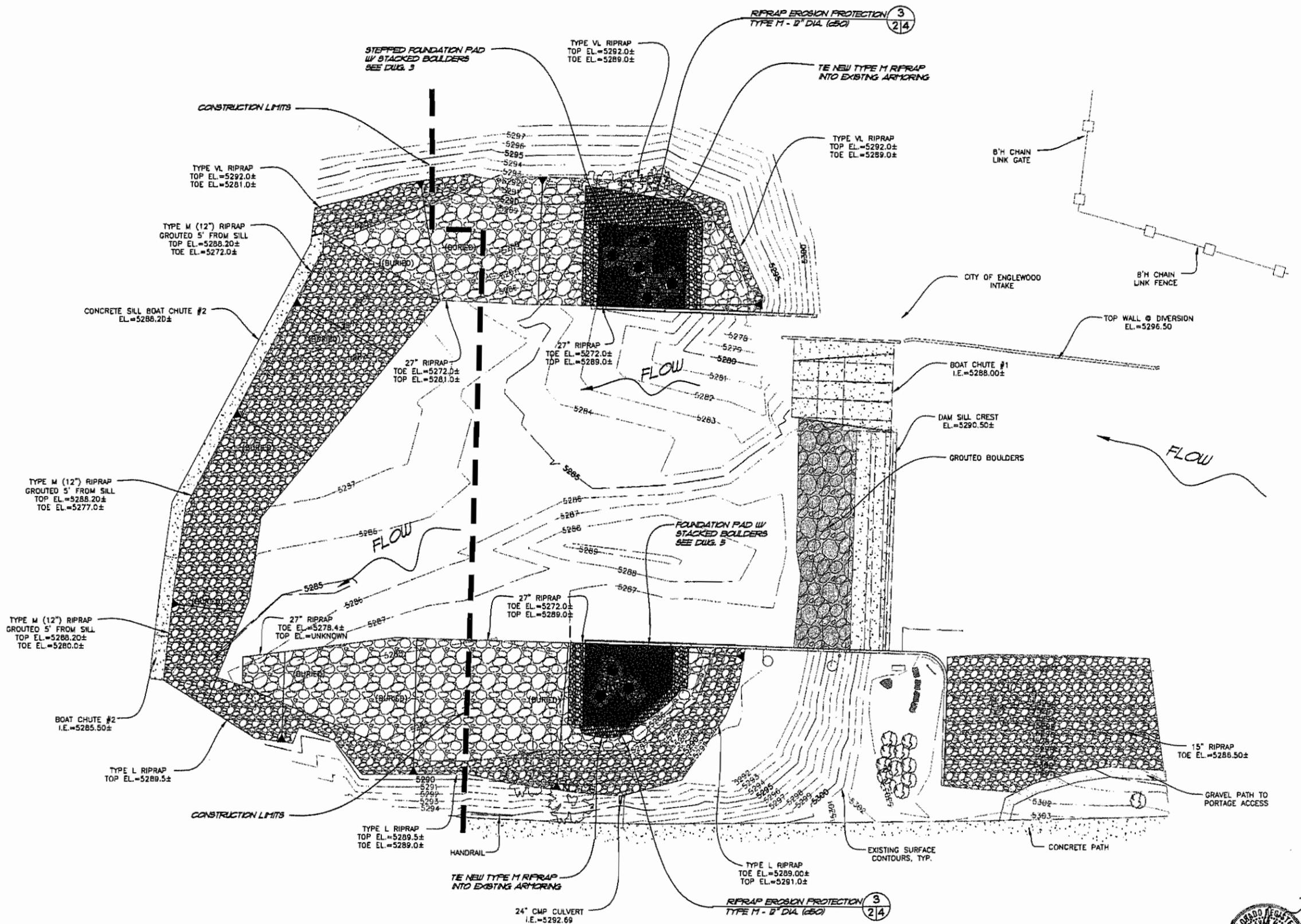
Number	Description	By	Date	SOUTH PLATTE RIVER ENGLEWOOD, CO	UNION AVENUE BOAT CHUTES SAFETY IMPROVEMENTS	SITE & GRADING PLAN	Laughlin Whitewater DESIGN: REM BAN DETAIL: BAN CHECK: REM DATE: JANUARY 2011	PROJECT NUMBER 63-4606	Drawing Number: 1



- CONSTRUCTION NOTES:**
- EXISTING RIP RAP LIMITS, ELEVATIONS, AND SIZES ARE BASED ON FIELD OBSERVATION, DESIGN, AND AS-BUILT PLANS FROM PREVIOUS PROJECTS. LIMITS, ELEVATIONS, AND SIZES OF RIP RAP TYPES ARE APPROXIMATE BASED ON THE BEST INFORMATION AVAILABLE. CONTRACTOR TO FIELD VERIFY TYPE AND ELEVATION OF RIPRAP WHEN IS ENCOUNTERED. IF DIFFERENT THAN SHOWN CONTACT ENGINEER.
 - SITE OBSERVATION OF RIP RAP IS LIMITED TO THE RIVER WATER ELEVATION ON THE DATE OF SURVEY, OCTOBER 23, 2009. WATER SURFACE ELEVATION UPSTREAM OF DAM WAS 5290.0'. WATER SURFACE ELEVATION DOWNSTREAM OF DAM WAS 5288.0'. ALL RIP RAP BELOW EXISTING CONTOURS SHOWN IS BURIED.

RIPRAP & BOULDER LEGEND

- NEW FEATURE BOULDER
3.5H - 5H x 4W x 4W
- NEW 36" DIA. BOULDER
- NEW 24" DIA. BOULDER
- NEW TYPE H RIPRAP (18" DIA. (50)
- NEW TYPE M RIPRAP (12" DIA. (50)
- NEW TYPE L RIPRAP (9" DIA. (50)
- EXISTING GROUDED BOULDERS
- EXISTING 27" RIPRAP
- EXISTING RIPRAP:
TYPE VI (5" DIA.)
TYPE L (9" DIA.)
TYPE M (12" DIA.)
15" RIPRAP
(AS NOTED ON PLAN)

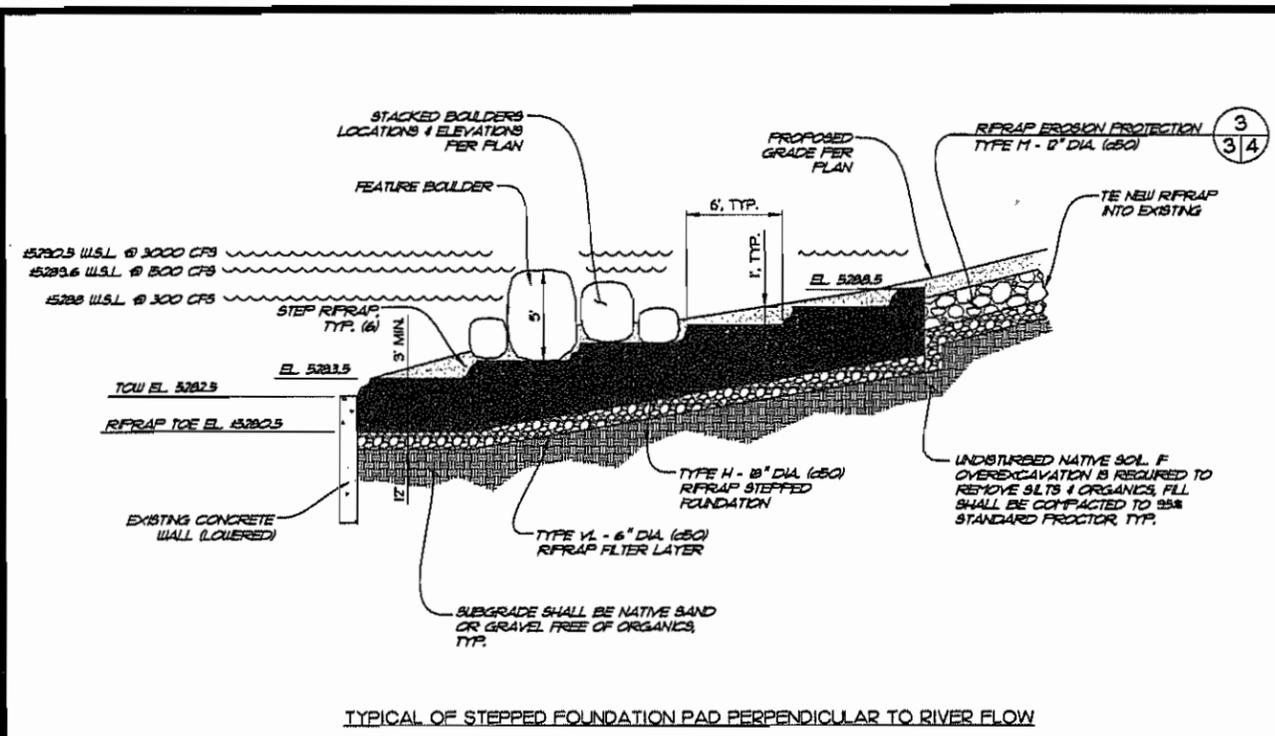


Number	Revision Description	By	Date

SOUTH PLATTE RIVER ENGLEWOOD, CO	UNION AVENUE BOAT CHUTES SAFETY IMPROVEMENTS	RIPRAP PLAN
-------------------------------------	---	-------------

McLaughlin Whitewater DESIGN: REM, BAN DETAIL: BAN CHECK: REM DATE: JANUARY 2011	PROJECT NUMBER 03-40.06	Drawing Number: 2
--	----------------------------	----------------------

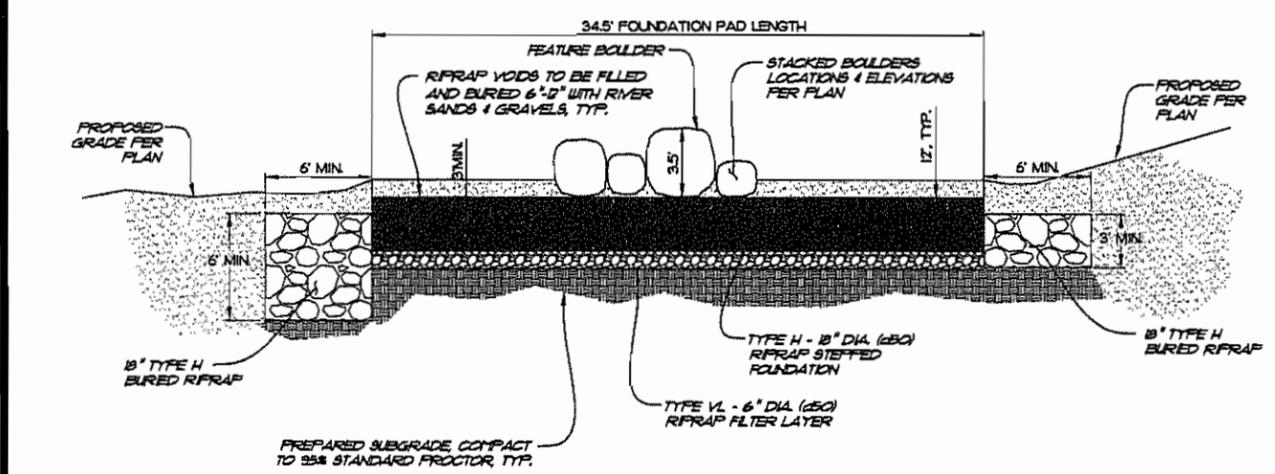
C:\1\WORK\ACTIVE\2011\UNION\UNION\UNION\UNION.DWG 1/21/2011 12:08 PM



SECTION

1/8"

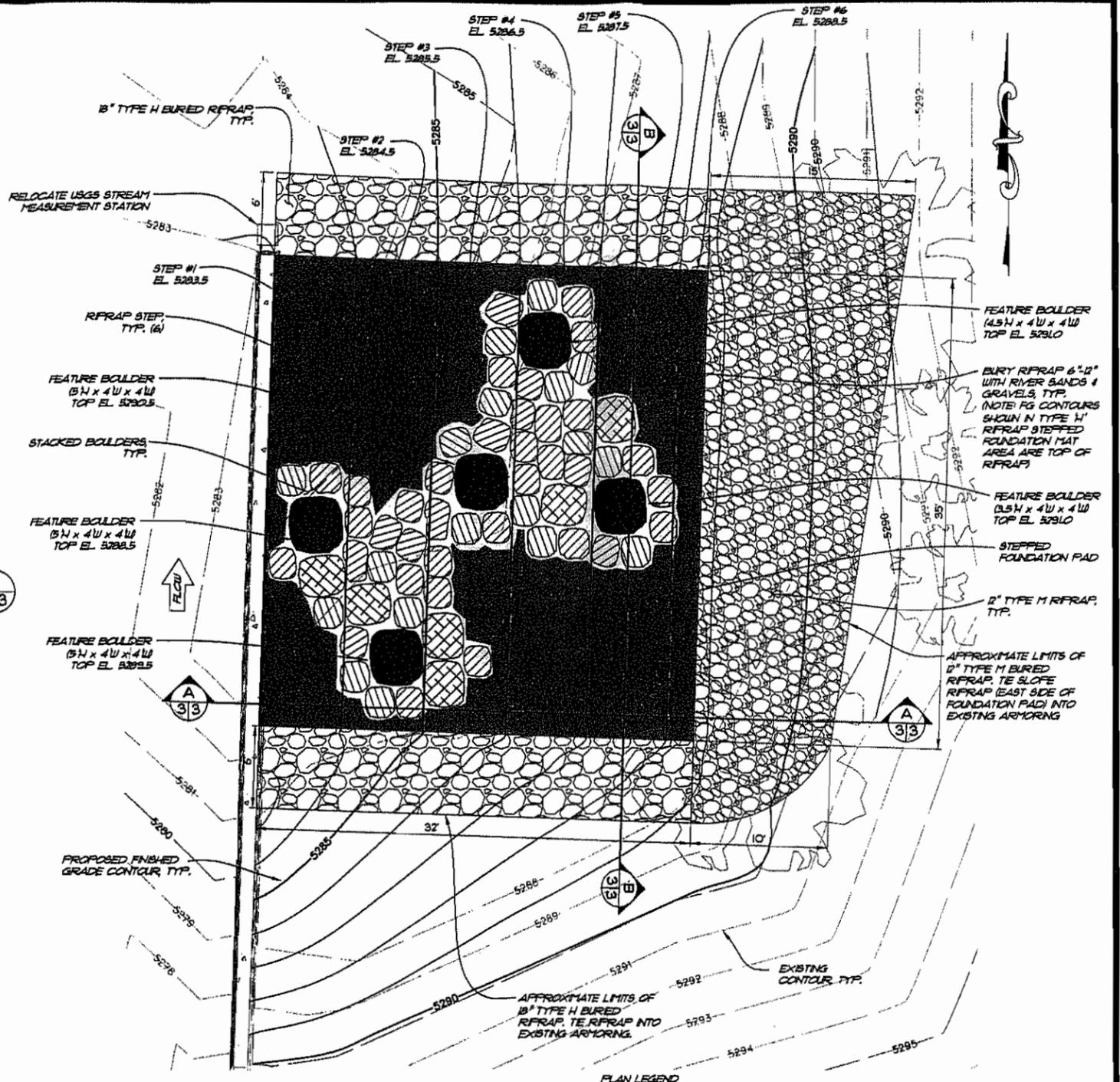
A 3/3



SECTION

1/8"

B 3/3



STEPPED FOUNDATION PAD W/ STACKED BOULDERS PLAN

SCALE: 1/8"



Number	Revision Description	By	Date

SOUTH PLATTE RIVER
ENGLEWOOD, CO

UNION AVENUE BOAT CHUTES
SAFETY IMPROVEMENTS

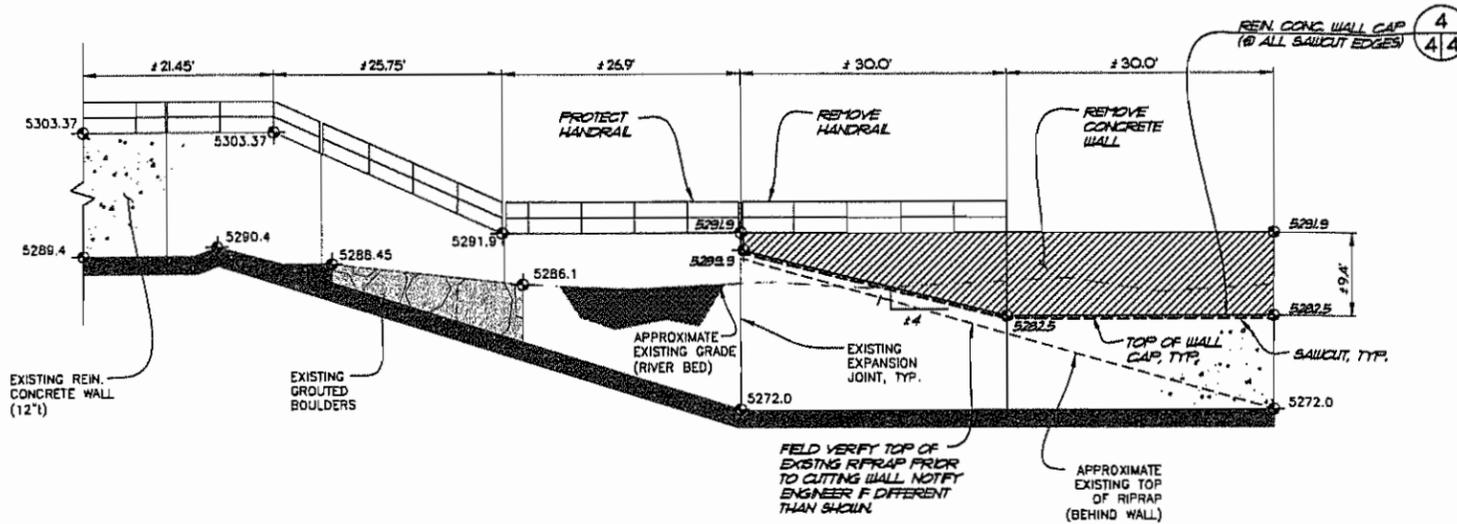
STEPPED FOUNDATION
PAD DETAILS



DESIGN: REM, BAN
DETAIL: BAN
CHECK: REM
DATE: JANUARY 2011

PROJECT NUMBER
03-40.06

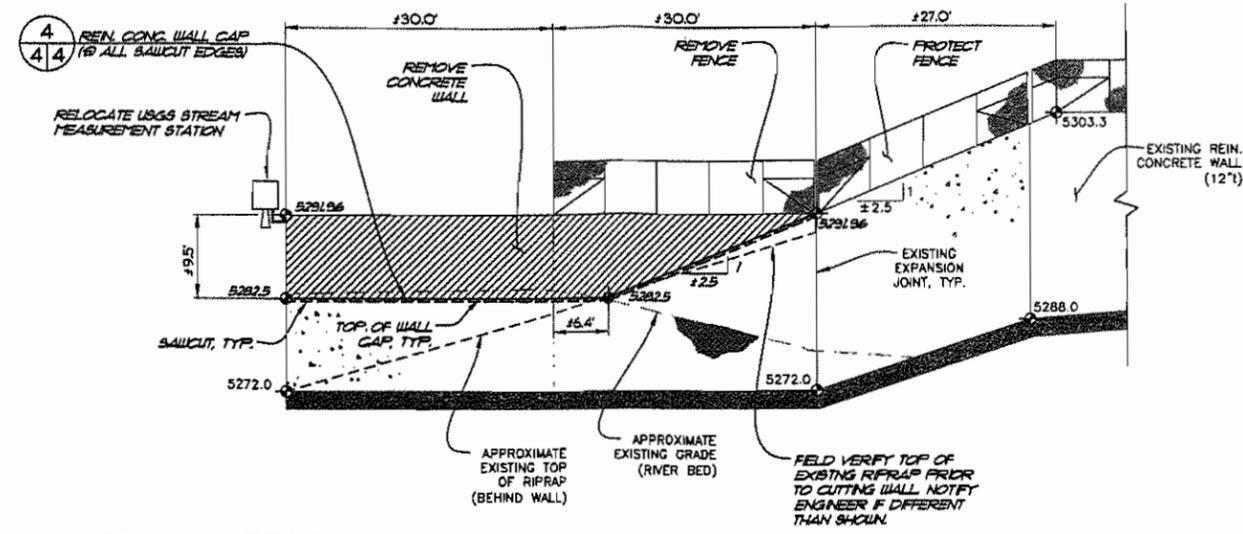
Drawing Number:
3



WEST WALL PROFILE

SCALE: 1/4" = 1'-0"

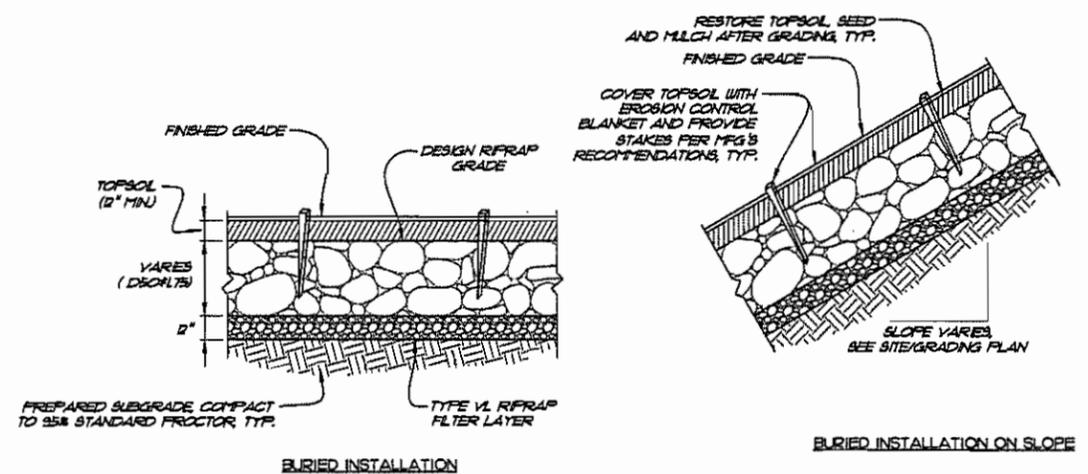
1/4



EAST WALL PROFILE

SCALE: 1/4" = 1'-0"

2/4



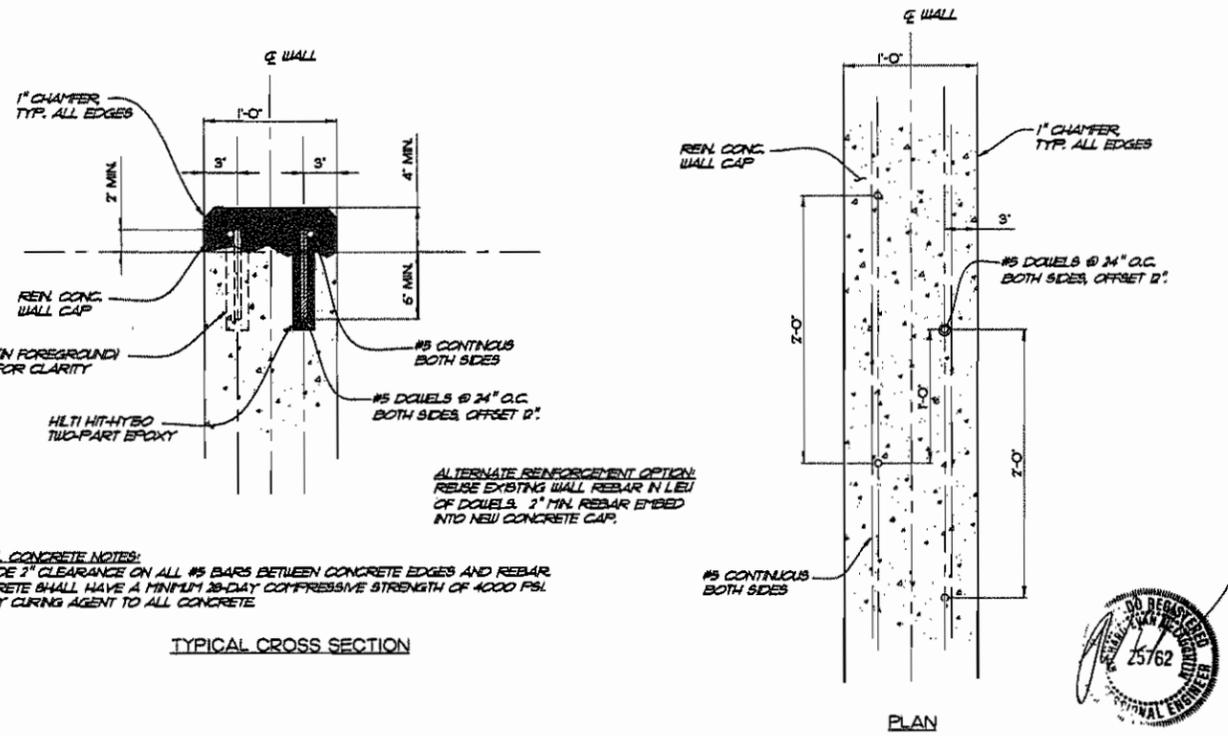
RIPRAP NOTES:
 1. RIPRAP DETAIL IS APPLICABLE TO FLAT OR SLOPED AREAS. REFER TO THE SITE PLAN FOR ACTUAL LOCATION AND LIMITS.
 2. GENERAL PLACEMENT TECHNIQUES SHOULD RESULT IN LARGER ROCK AT THE SURFACE WITH ROCK SECURELY INTERLOCKED AT THE DESIGN THICKNESS AND GRADE. COMPACTION AND LEVELING SHOULD RESULT IN MINIMAL VOIDS AND PROJECTIONS ABOVE GRADE.

RIPRAP GRADATION				
TYPE VI	TYPE II	TYPE H	SMALLER BY WEIGHT	
ROCK DIMENSION (INCHES)	ROCK DIMENSION (INCHES)	ROCK DIMENSION (INCHES)	ROCK DIMENSION (INCHES)	
2	2 1/2	3 1/2	70-100	
3	3 1/2	4 1/2	50-70	
4	4 1/2	5 1/2	35-50	
5	5 1/2	6 1/2	2-10	

RIPRAP EROSION PROTECTION

NOT TO SCALE

3/4



REIN. CONC. WALL CAP

SCALE: 1/2" = 1'-0"

4/4

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 56
INTRODUCED BY COUNCIL
MEMBER PENN

AN ORDINANCE AUTHORIZING A GRANT OF ACCESS EASEMENT TO URBAN DRAINAGE AND FLOOD CONTROL DISTRICT BY THE CITY OF ENGLEWOOD, COLORADO PERTAINING TO IMPROVEMENTS OF STRUCTURES ON THE SOUTH PLATTE RIVER KNOWN AS THE UNION AVENUE BOAT CHUTES.

WHEREAS, there exist structures on the South Platte River known as the Union Avenue Boat Chutes; and

WHEREAS, the Colorado Water Conservation Board wishes to make improvements in those structures: and

WHEREAS, these improvements will be completed by the Urban Drainage and Flood Control District; and

WHEREAS, in order to complete this work the District must have access to the South Platte River across property owned by the City of Englewood; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of this Agreement at their February 9, 2010 meeting;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes a "Grant of Access Easement" to the Urban Drainage and Flood Control District by the City of Englewood, Colorado, attached hereto as Attachment 1.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Access Easement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 19th day of September, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of September, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of September, 2011 for thirty (30) days.

Read by title and passed on final reading on the 3rd day of October, 2011.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2011, on the 7th day of October, 2011.

Published by title on the City's official website beginning on the 5th day of October, 2011 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 2011.

Loucrishia A. Ellis

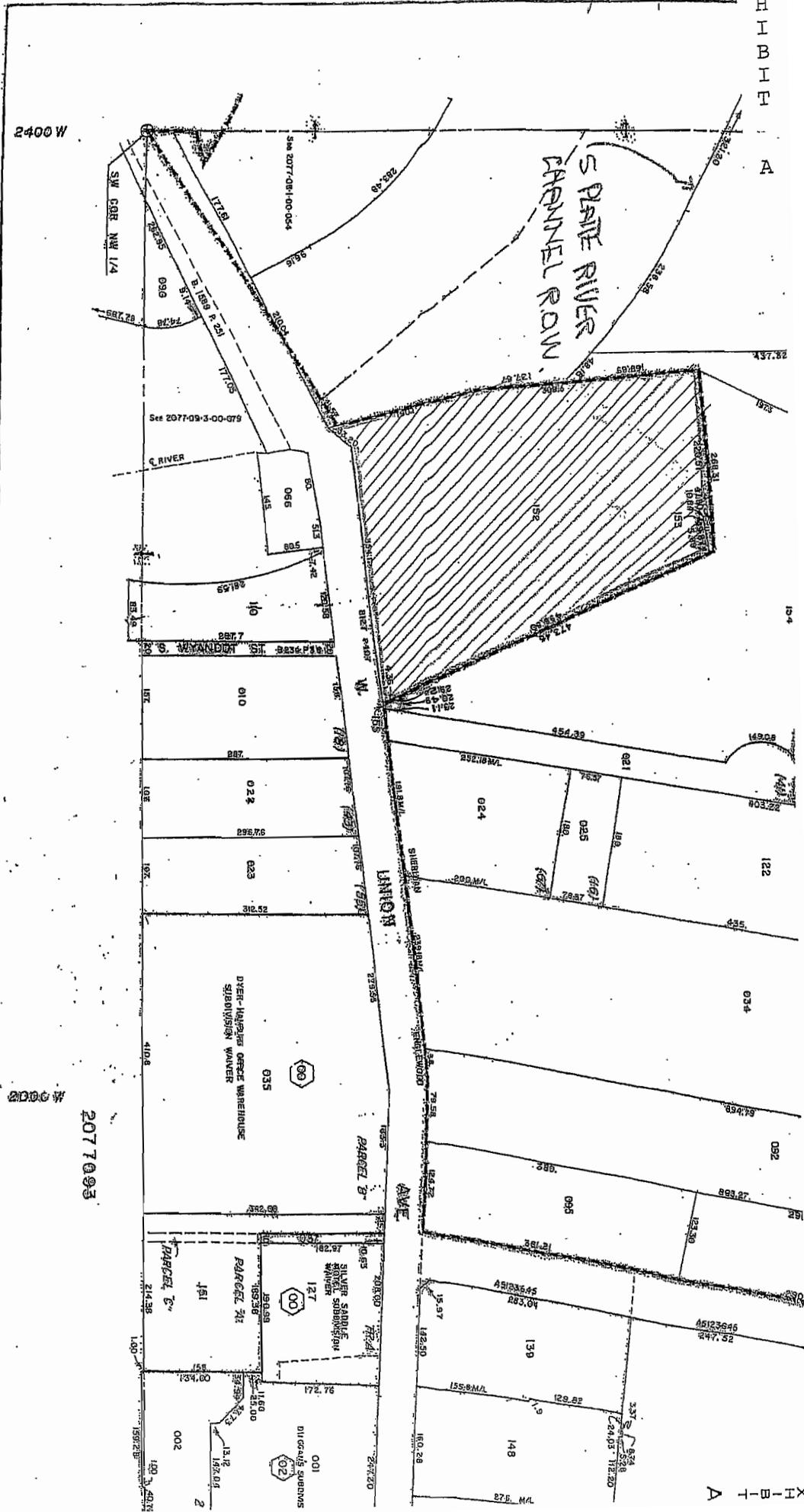
GRANT OF ACCESS EASEMENT

THIS GRANT OF ACCESS EASEMENT ("Grant") is made this _____ day of _____, 2011, by the CITY OF ENGLEWOOD ("Grantor"), a Colorado municipal corporation, whose address is 1000 Englewood Parkway, Englewood, Colorado 80110, and the URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, ("Grantee") whose address is 2480 West 26th Avenue, Suite 156-B, Denver, Colorado 80211.

THE PARTIES covenant and agree as follows:

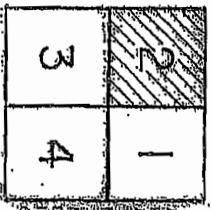
1. Easement Property. The "Easement Property" shall mean the real property located at 2285 West Union Avenue in the County of Arapahoe, State of Colorado, more particularly described on the attached legal description with drawing, Exhibit A.
2. Consideration. In consideration for this Grant, Grantee will pay \$10.00 and other valuable consideration the receipt of which is acknowledged.
3. Grant of Easement. Grantor hereby grants to Grantee, a temporary construction easement over, under, across and through the Easement Property for the purpose of access to structures or improvements of Grantee during the construction of the Union Avenue Boat Chutes safety improvements.
4. Access. Grantee shall have the right of ingress and egress in, to, over, through and across the Easement Property for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant.
5. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement Property for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant.
6. Warranty of Title. Grantor warrants and represents that Grantor has full right, title, and authority, and that this Grant is effective to grant and convey to Grantee the within described easement.
7. Security. At all times during the performance of this project, the Grantee or Grantee's representative shall be responsible for maintaining the security of the Grantor's property by securing the gates to the property.

Easement Property



T 55S	1971	1973	1975	1977	1979	1981	1983	1985	1987	1989	1991	1993	T 45S
T 45S	1971	1973	1975	1977	1979	1981	1983	1985	1987	1989	1991	1993	T 45S
T 35S	1971	1973	1975	1977	1979	1981	1983	1985	1987	1989	1991	1993	T 35S

TOWNSHIP CODE MAP



QUARTER SECTION

RANGE COUNTY MAPS NO. 2077093
 THIS MAP IS A LEGAL INSTRUMENT AND IS TO BE CONSIDERED AS SUCH.
 THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF RANGE COUNTY MAPS AND ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS.
 THE INFORMATION CONTAINED HEREIN IS TO BE USED FOR GENERAL REFERENCE ONLY.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 58
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, OF THE ENGLEWOOD MUNICIPAL CODE 2000, ENTITLED "CITY OF ENGLEWOOD NONEMERGENCY EMPLOYEES RETIREMENT PLAN AND TRUST AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2008".

WHEREAS, in order to maintain the Plan's qualified status changes need to be made to the Plan during the year 2011, as required by the Internal Revenue Service; and

WHEREAS, the current Code language needs to be corrected to read "NonEmergency Employees Retirement Board of the City of Englewood"; and

WHEREAS, additional language at the end of 3-4-17-3(B)(2) EMC that an eligible retirement plan includes a Roth IRA;

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 amending Title 3, Chapter 4, Section 11, Subsection 1, "Retirement Board" of the Englewood Municipal Code 2000 to read as follows:

3-4: CITY OF ENGLEWOOD NONEMERGENCY EMPLOYEES RETIREMENT PLAN AND TRUST AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2008*

3-4-11: Administration of the Plan.

3-4-11-1: - Retirement Board.

There is hereby created a board to be known as the NonEmergency Employees Retirement Board of the City of Englewood ("Retirement Board") which shall be composed of seven (7) members. One (1) member shall be an elected member of the City Council who shall be selected by a majority of the members of City Council. One (1) member shall be the Director of Financial Services appointed by the City Manager. Two (2) members shall be employees of the City who are Members of the Plan, who shall be selected by a vote of all such Members in accordance with such procedures as the City Manager may adopt, from time to time. Three (3) members shall be taxpaying electors of the City who shall be selected by a majority of the members of the City Council. In addition, the City Manager, or his designee, shall serve in an advisory capacity, as an ex official, nonvoting member.

Members of the Retirement Board shall be appointed for four (4) year terms, provided the said member continues to possess the qualifications provided herein during the member's term and, further provided that:

- A. The Council member shall serve during his term of office as a Council member; and
- B. The Director of Financial Services shall serve during his tenure in office as such Director.

Should a vacancy occur in the membership of the Retirement Board, the same shall be filled for the duration of the unexpired term only, in the same manner as provided herein. Prior to entering upon the performance of the duties of a member of the Retirement Board, each member thereof shall take and subscribe an oath that he accepts the obligations imposed upon him by the provisions of this Plan and that he shall faithfully perform the duties of such office.

Five (5) members of the Retirement Board shall constitute a quorum. All actions taken by the Board shall be approved by a majority vote of a quorum of the Retirement Board members. All actions, decisions and determinations of the Board shall be recorded in the minutes of the Retirement Board and, unless inconsistent with the provisions of the Plan, shall be binding and conclusive upon all interested parties.

No member of the Board shall receive compensation for his service on the Board but a member may be reimbursed for reasonable expenses incurred in connection with his duties as a member of the Board.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 3, Chapter 4, Section 17, Subsection 3, "Direct Rollovers" of the Englewood Municipal Code 2000 to read as follows:

3-4-17-3: Direct Rollovers.

- A. *General.* This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the board, to have any portion of an eligible rollover distribution which exceeds \$200.00 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If a distributee's direct rollover distribution is less than \$500.00, the distributee may only elect to direct rollover 100 percent of the eligible rollover distribution.
- B. *Definitions:*
 - 1. *Eligible Rollover Distribution.* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). For distributions made after December 31, 2007, a

portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or in a direct trustee-to-trustee transfer to a qualified trust described in Section 401(a) of the Code which is exempt from tax under Section 501(a) of the Code or to an annuity contract described in Section 403(b) of the Code, provided such trust or contract provides for separate accounting for amounts so transferred (and earnings thereon) including separate accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

2. *Eligible Retirement Plan.* An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), and annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. Effective January 1, 2002, an eligible retirement plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Code Section 414(p). Effective January 1, 2008, an eligible retirement plan shall also mean a Roth IRA described in Code Section 408A(b), subject to any applicable limits described in Code Section 408A(c).
3. *Distributee.* A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.
4. *Direct Rollover.* A direct rollover is a payment by the plan to one eligible retirement plan specified by the distributee.
5. *Waiver of 30-Day Notice for Cashouts of \$5,000.00 (\$3,500.00 Prior to January 1, 1998) or Less.* If a distribution is one to which Code Sections 401(a)911 and 417 do not apply, such distribution may commence less than thirty (30) days after the notice required under treasury regulation Section 1.411(a)—11(c), is given, provided that:
 - a. The Board clearly informs the member that the member has a right to a period of at least thirty (30) days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and
 - b. The member, after receiving the notice, affirmatively elects a distribution.
- C. *Distribution to IRA of Non-Spouse Beneficiary.* A Member's non-spouse Beneficiary may elect to have any portion of an eligible Plan distribution paid in a direct trustee-to-trustee transfer to an individual retirement account or annuity described in Section

401(c)(8)(B)(i) or (ii) of the Code that is established to receive the Plan distribution on behalf of the Beneficiary. For purposes of this Subsection C, a trust maintained for the benefit of one (1) or more designated beneficiaries may be the Beneficiary to the extent provided in rules prescribed by the Secretary of Treasury. If the Member dies after the Member's required beginning date as defined in Section 3-4-6-5 hereof, the required minimum distribution in the year of death may not be transferred according to this Subsection 3-4-17-3C. The requirements of Code Section 402(c)(11) apply to distributions under this Subsection 3-4-17-3C.

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

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

Introduced, read in full, and passed on first reading on the 19th day of September, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of September, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of September, 2011 for thirty (30) days

Read by title and passed on final reading on the 3rd day of October, 2011.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2011, on the 7th day of October, 2011.

Published by title on the City's official website beginning on the 5th day of October, 2011 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 2011.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 66
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE ADOPTING AMENDMENTS TO THE CITY OF ENGLEWOOD POLICE OFFICERS PENSION PLAN DOCUMENT (THE PLAN).

WHEREAS, the City of Englewood (the "Employer") established the City of Englewood Police Officers Pension Plan (the "Plan") effective as amended and restated January 1, 1999; and

WHEREAS, pursuant to Article XIII of the Plan, the Employer has the authority to amend the Plan to comply with State or Federal requirements and maintain the qualified status of the Plan; and

WHEREAS, Internal Revenue Service (IRS) or the Colorado State Statutes require an amendment for the plan to comply with federal or state requirements additional language at the end of Article XV, Section 2.b of the Plan that an eligible retirement plan includes a Roth IRA needs to be added;

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 adopts the following language to be added to Article XV, Section 2.b of the City of Englewood Police Officers Pension Plan effective January 1, 2008, to read as follows:

Add to the end of Article XV, Section 2.b:

Effective January 1, 2008, an eligible retirement plan shall also mean a Roth IRA described in Code Section 408A(c), subject to any applicable limits described in Code Section 408A(c).

Section 2. The Mayor and City Clerk are authorized to sign and attest the Amendment to the City of Englewood Police Pension Plan Document.

Introduced, read in full, and passed on first reading on the 19th day of September, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of September, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of September, 2011 for thirty (30) days

Read by title and passed on final reading on the 3rd day of October, 2011.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2011, on the 7th day of October, 2011.

Published by title on the City's official website beginning on the 5th day of October, 2011 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 2011.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 67
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE ADOPTING AMENDMENTS TO THE CITY OF ENGLEWOOD
FIREFIGHTERS PENSION PLAN DOCUMENT (THE PLAN).

WHEREAS, the City of Englewood (the "Employer") established the City of Englewood Firefighters Pension Plan (the "Plan") effective as amended and restated January 1, 1999; and

WHEREAS, pursuant to Article XIII of the Plan, the Employer has the authority to amend the Plan to comply with State or Federal requirements and maintain the qualified status of the Plan; and

WHEREAS, Internal Revenue Service (IRS) or the Colorado State Statutes require an amendment for the plan to comply with federal or state requirements additional language at the end of Article XV, Section 2.b of the Plan that an eligible retirement plan includes a Roth IRA needs to be added;

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 adopts the following language to be added to Article XV, Section 2.b of the City of Englewood Firefighters Pension Plan effective January 1, 2008, to read as follows:

Add to the end of Article XV, Section 2.b:

Effective January 1, 2008, an eligible retirement plan shall also mean a Roth IRA described in Code Section 408A(b), subject to any applicable limits described in Code Section 408A(c).

Section 2. The Mayor and City Clerk are authorized to sign and attest the Amendment to the City of Englewood Firefighters Pension Plan Document.

Introduced, read in full, and passed on first reading on the 19th day of September, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of September, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of September, 2011 for thirty (30) days

Read by title and passed on final reading on the 3rd day of October, 2011.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2011, on the 7th day of October, 2011.

Published by title on the City's official website beginning on the 5th day of October, 2011 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 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date October 3, 2011	Agenda Item 9 c i	Subject Resolution Approving Proposed Changes to the City of Englewood Investment Policy
Initiated By Department of Finance and Administrative Services		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved Resolution 79, Series of 2006 accepting changes and updates to the City's Investment Policy on October 16, 2006.

The Council discussed proposed changes to the Investment Policy at the study session held September 19, 2011.

RECOMMENDED ACTION

Staff recommends Council adopt a resolution approving the changes and updates to the attached Investment Policy. The Investment Policy is applicable to the investment of all funds not immediately needed for the operating expenditures/expenses of the City, except for the Firefighters Pension Fund, the Volunteer Firefighters Fund, the Police Officers Pension Fund, and the Non-Emergency Employees Pension Fund.

Most of the changes involve clarifying language, removing subordinated debt from allowable investments, updating authorized personnel, updating broker/dealers, and information regarding the designated custodial bank.

FINANCIAL IMPACT

There is no direct financial impact to the City from adopting the proposed changes to the Investment Policy.

LIST OF ATTACHMENTS

Investment Policy – Redlined Version
Proposed Resolution

City of Englewood, Colorado

INVESTMENT POLICY

The Director of Finance and Administrative Services of the City of Englewood, Colorado is charged with the responsibility to prudently and properly manage any and all funds of the City. Because these funds may be called upon, it is essential that absolute maturity horizons are identifiable for the purpose of liquidity. Moreover, these funds must be fully collateralized and appropriately authorized. The following Investment Policy addresses the methods, procedures and practices which must be exercised to ensure effective and sound fiscal management.

SCOPE

This Investment Policy shall apply to the investment of all financial assets and all funds of the City of Englewood (hereafter referred to as the "City") over which it exercises financial control, except the City of Englewood Firefighters Pension Fund, Volunteer Firefighters Pension Fund, Police Officers Pension Fund, the Non-Emergency Employees Retirement Plan Fund and other City employee retirement plans.

In order to effectively make use of the City's cash resources, all monies shall be pooled into one investment account and accounted for separately. The investment income derived from this account shall be distributed to the various City funds in accordance with Englewood Municipal Code, 4-1-2-A.

OBJECTIVES

The City's funds shall be invested in accordance with all applicable City policies, Colorado statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

- Preservation of capital and the protection of investment principal.
- Maintenance of sufficient liquidity to meet anticipated disbursements and cash flows.
- Diversification to avoid incurring unreasonable risks regarding securities owned.
- Attainment of market rate of return equal to or higher than the performance measure established by the Director of Finance and Administrative Services.

Deleted: The City's principal investment objectives are:¶

Deleted: <#>Conformance with all City, Federal, State and other legal requirements.¶

DELEGATION OF AUTHORITY

The ultimate responsibility and authority for investment transactions involving the City resides with the Director of Finance and Administrative Services (hereinafter referred to as the "Director") who has been designated by the City Manager as the Investment Officer in accordance with Englewood Municipal Code. The Director may appoint other members of the City staff to assist him in the cash management and investment function. Persons who are authorized to transact business and wire funds on behalf of the City will be designated by the Director by the wire transfer agreement executed with the City's approved depository for bank services (see Appendix I).

The Director shall be responsible for all investment decisions and activities, and shall establish written administrative procedures for the operation of the City's investment program consistent with this Investment Policy. The Investment Officer acting within these procedures shall not be held personally liable for specific investment transactions.

The Director may in his discretion appoint one or more Investment Advisors, registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, to manage a

portion of the City's assets. An appointed Investment Advisor may be granted limited investment discretion within the guidelines of this Investment Policy with regard to the City's assets placed under its management. An Investment Advisor can only be appointed after consultation with and approval by the City Manager.

PRUDENCE

The standard of prudence to be used for managing the City's assets is the "prudent investor" rule, which states that a prudent investor "shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital." (CRS 15-1-304, Standard for Investments.)

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that no investment is totally without risk and that the investment activities of the City are a matter of public record. Accordingly, the City recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the portfolio's overall return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the City.

Deleted: riskless
Deleted: be desirable

The Director and other authorized persons acting in accordance with established procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the City Council and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

All City employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business with the City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees shall subordinate their personal investment transactions to those of the City particularly with regard to the timing of purchases and sales.

ELIGIBLE INVESTMENTS AND TRANSACTIONS

All investments will be made in accordance with the Colorado Revised Statutes (CRS) as follows: CRS 11-10.5-101, et seq. Public Deposit Protection Act; CRS 11-47-101, et seq. Savings and Loan Association Public Deposit Protection Act; CRS 24-75-601, et seq. Funds-Legal Investments; CRS 24-75-603, et seq. Depositories; and CRS 24-75-701, et seq. Local governments – authority to pool surplus funds. Any revisions or extensions of these sections of the CRS will be assumed to be part of this Investment Policy immediately upon being enacted.

Deleted: Investment Funds-Local Government Pooling

As a home rule City, Englewood may adopt a list of acceptable investment instruments differing from those outlined in CRS 24-75-601, et seq. Funds-Legal Investments. Funds of the City of Englewood covered by this Investment Policy may be invested in the following types of securities and transactions:

1. U.S. Treasury Obligations: Treasury Bills, Treasury Notes and Treasury Bonds with maturities not exceeding five years from the date of trade settlement.
2. Treasury Strips (book-entry U.S. Treasury securities whose coupons have been removed) with maturities not exceeding five years from the date of trade settlement.

3. Federal Instrumentalities - Debentures, Discount Notes, Medium-Term Notes, Callable Securities and Step-up Securities issued by the following only: Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Home Loan Mortgage Corporation (FHLMC) and Federal Farm Credit Banks (FFCB), with maturities not exceeding five years from the date of trade settlement. Subordinated debt may not be purchased.

Deleted: 3.

4. Repurchase Agreements with a termination date of 90 days or less utilizing U.S. Treasury and Federal Instrumentality securities listed above, collateralized at a minimum market value of 102 percent of the dollar value of the transaction with the accrued interest accumulated on the collateral included in the calculation.

Deleted: Federal Instrumentality Securities shall be rated in the highest rating category by at least two Nationally Recognized Statistical Rating Organizations (NRSROs) that rate them, and shall be rated not less by any NRSRO that rates the debt.

Deleted: ¶

Repurchase agreements shall be entered into only with dealers who:

- a) are recognized as Primary Dealers by the Federal Reserve Bank of New York, or with firms that have a primary dealer within their holding company structure; and
- b) have executed a City approved Master Repurchase Agreement (see Appendix II). The Director shall maintain a file of all executed Master Repurchase Agreements.

Primary Dealers approved as Repurchase Agreement counterparties, if rated, shall have a short-term credit rating of at least A-1 or the equivalent and a long-term credit rating of at least A or the equivalent.

Collateral (purchased securities) shall be held by the City's custodian bank as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

For the purposes of this section, the term "collateral" shall mean "purchased securities" under the terms of the City approved Master Repurchase Agreement. In no case will the maturity of the collateral exceed 10 years.

5. Reverse Repurchase Agreements with a maturity of 90 days or less executed only against securities owned by the City and collateralized by the same type of security reversed.
6. Flexible Repurchase Agreements with a final maturity of 10 years or less entered into by the City with approved counterparties. These flexible repurchase agreements may be closed out in varying amounts and at varying times at the option of the City. These agreements are deemed by both parties to be purchases and sales of securities and are not loans.

All such flexible repurchase agreements shall meet the following criteria:

- Be determined as legal and valid for both parties;
- Collateral shall be limited to:
 - a) Securities issued by, guaranteed by, or for which the credit of any of the following is pledged for payment: the United States, Federal Farm Credit Bank, Federal Land Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Export Import Bank or the Government National Mortgage Association; or
 - b) Securities issued by, guaranteed by, or for which the credit of the following is pledged for payment: An entity or organization which is not listed in paragraph a) above, but which is (1) created by, or the creation of which is authorized by, legislation enacted by the United States Congress and which is subject to control by the federal government which is at least as extensive as that which governs an entity or organization listed in paragraph a) above, and (2) rated in its highest rating category by one or more nationally recognized organizations which regularly rate such obligations.
- Have a fixed rate during the entire life of the agreement;

- The dollar amounts and periods of time when the City may draw funds out of the repurchase agreement shall be agreed upon in writing by both parties and shall be part of the written repurchase agreement exercised by the City and the approved counterparty;
- The City has the option of varying the dollar amount and the timing of the draw down by an agreed upon percentage of the anticipated draw down and a specified number of days. The City and the counterparty to the agreement will specify the details of the allowable variance when the agreement is structured. In addition, the City may draw down in excess of the variance up to the remaining balance in the agreement for a bona fide, unanticipated cash need;
- Collateral shall have a minimum market value (including accrued interest accumulated) of at least 102 percent of the dollar value of the transaction;
- Repurchase agreements shall be entered into only with dealers who are authorized by the Director and have executed a City approved Master Repurchase Agreement;
- The Director shall maintain a file of all executed Master Repurchase Agreements;
- The title to or a perfected security interest in securities, along with any necessary transfer documents, must be transferred and actually delivered to, and shall be held by, the City's third-party custodian bank acting as safekeeping agent. The market value of the collateral securities shall be marked-to-the-market at least weekly based on the closing bid price at the time the custodian for the collateral issues its monthly statement to the City.

For the purpose of the section, the term "collateral" shall mean "purchased securities" under the terms of the City approved Master Repurchase Agreement. In no case will the maturity of the collateral exceed 10 years.

7. Time Certificates of Deposit with a maximum maturity of five years or savings accounts in state or national banks or state or federally chartered savings banks operating in Colorado that are state approved depositories (as evidenced by a certificate issued by the State Banking Board) and are insured by the FDIC. Certificates of deposit that exceed the FDIC insured amount shall be collateralized in accordance with the Colorado Public Deposit Protection Act. The collateral shall have a market value equal to or exceeding 102 percent of the difference between the insured amount and the City's total deposits for all funds within the institution.
8. Money Market Mutual Funds registered under the Investment Company Act of 1940 that: 1) are "no-load" (i.e.: no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value per share of \$1.00; 3) limit assets of the fund to securities authorized by state statute; 4) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 5) have a rating of AAAM by Standard and Poor's, Aaa by Moody's or AAA/V1+ by Fitch.
9. Colorado Local Government Liquid Asset Trust (COLOTRUST) as authorized under CRS 24-75-702.
10. Prime Bankers Acceptances, rated at least A-1 by Standard & Poor's, P-1 by Moody's and F1 by Fitch at the time of purchase by at least two services that rate them and shall be rated not less by any service that rates them, with a maturity of six months or less issued on domestic banks or branches of foreign banks domiciled in the U.S. and operating under U.S. banking laws. Accepting banks must have a senior debt rating of A2 by Moody's and A by Standard & Poor's.
11. Prime Commercial Paper with a maturity of 270 days or less which, at the time of purchase, is rated at least A-1 by Standard & Poor's, P-1 by Moody's and F-1 by Fitch.

- a) At the time of purchase, the commercial paper must be rated by at least two of the above stated rating agencies at the stated minimum rating.
- b) If more than two of the above stated agencies rates an issuer, all of those rating agencies must rate the issuer in accordance with above stated minimum credit criteria.
- c) If the commercial paper issuer has senior debt outstanding, the senior debt must be rated by each service that publishes a rating on the issuer as at least A2 by Moody's, A by Standard and Poor's and A by Fitch.

12. Corporate Bonds issued by a corporation or bank with a final maturity not exceeding three years from the date of trade settlement, rated at least AA- by Standard & Poor's, Aa3 by Moody's, or AA by Fitch at the time of purchase by each service that rates the debt. Authorized corporate bonds shall be U.S. dollar denominated, and limited to corporations organized and operated within the United States with a net worth in excess of \$250 million.

Securities that have been downgraded below minimum ratings described herein may be sold or held at the City's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

Deleted: ¶

OTHER INVESTMENTS

It is the intent of the City that the foregoing list of authorized securities be strictly interpreted. Any deviation from this list must be pre-approved by the Director in writing after approval by the City Manager.

INVESTMENT DIVERSIFICATION

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy, the securities market, and the City's cash flow needs.

The City may invest to the following maximum limits within each category:

- 50% in Certificates of Deposit
- 40% in Commercial Paper
- 20% in Bankers Acceptances
- 30% in Corporate Bonds; 5% in any one issuer or its affiliates or subsidiaries

Tests for limitations on percentages of holdings apply to the composite of the entire portfolio of the City, not to individual portfolios maintained by the City. Percentage limitations used for measurements are based on the percentage of cost value of the portfolio.

INVESTMENT MATURITY AND LIQUIDITY

Investments shall be limited to maturities not exceeding five years from the date of trade settlement. In addition, the weighted average final maturity of the total portfolio shall at no time exceed three years.

Deleted: 24 months

SELECTION OF BROKER/DEALERS.

The Director shall maintain a list of broker/dealers approved for investment purposes (see Appendix III), and it shall be the policy of the City to purchase securities only from those authorized firms.

To be eligible, a firm must meet at least one of the following criteria:

1. be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure,
2. report voluntarily to the Federal Reserve Bank of New York,
3. qualify under Securities and Exchange Commission (SEC) Rule 15c-3 (Uniform Net Capital Rule).

Broker/dealers will be selected by the Director on the basis of their expertise in public cash management and their ability to provide service to the City's account. Each authorized broker/dealer shall be required to submit and annually update a City approved Broker/Dealer Information Request form which includes the firm's most recent financial statements. In the event that an external investment advisor is not used in the process of recommending a particular transaction in the City's portfolio, any authorized broker/dealer from whom a competitive bid is obtained for the transaction will attest in writing that he/she has received a copy of this policy.

The City may purchase Commercial Paper from direct issuers even though they are not on the approved list of broker/dealers as long as they meet the criteria outlined in Item 12 of the Eligible Investments and Transactions section of this Investment Policy.

COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the City is offered a security for which there is no other readily available competitive offering, then the Director will document quotations for comparable or alternative securities.

SELECTION OF BANKS AS DEPOSITORIES AND PROVIDERS OF GENERAL BANKING SERVICES

The City shall maintain a list of banks approved to provide banking services or from whom the City may purchase certificates of deposit. Banks in the judgment of the Director no longer offering adequate safety to the City will be removed from the list. To be eligible for authorization, a bank shall qualify as a depository of public funds in Colorado as defined in CRS 24-75-603.

SAFEKEEPING AND CUSTODY

The safekeeping and custody of securities owned by the City shall be managed in accordance with applicable Federal and Colorado laws and regulations.

The Director shall approve one or more banks to provide safekeeping and custodial services for the City. A City approved Safekeeping Agreement shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. To be eligible, a bank shall qualify as a depository of public funds in the State of Colorado as defined in CRS 24-75-603 and be a Federal Reserve member financial institution.

Custodian banks will be selected on the basis of their ability to provide service to the City's account and the competitive pricing of their safekeeping related services. The City's designated custodian bank is set forth in Appendix IV of this Investment Policy.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Ownership of all securities shall be perfected in the name of the City, and sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investments, except certificates of deposit and local government investment pools purchased by the City shall be delivered by either book entry or physical delivery and will be held in third-party safekeeping by the City's designated custodian bank, its correspondent bank or the Depository Trust Company (DTC).

All Fed wireable book entry securities owned by the City shall be evidenced by a safekeeping receipt or a customer confirmation issued to the City by the custodian bank stating that the securities are held in the Federal Reserve system in a Customer Account for the custodian bank which will name the City as "customer."

All DTC eligible securities shall be held in the custodian bank's Depository Trust Company (DTC) participant account and the custodian bank shall issue a safekeeping receipt evidencing that the securities are held for the City as "customer."

All non-book entry (physical delivery) securities shall be held by the custodian bank's correspondent bank and the custodian bank shall issue a safekeeping receipt to the City evidencing that the securities are held by the correspondent bank for the City as "customer."

The City's custodian will be required to furnish the City with a monthly report of securities held as well as an account analysis report of monthly securities activity.

PROVISIONS FOR ARBITRAGE

The City periodically issues debt obligations which are subject to the provisions of the Tax Reform Act of 1986 (section 148F), Arbitrage Rebate Regulations. Due to the legal complexities of arbitrage law and the necessary immunization of yield levels, the procedures undertaken in the reinvestment of all or a portion of the proceeds of such debt issuance may extend beyond those outlined in this Investment Policy. The Director, upon advice from Bond Counsel and financial advisors, may alter provisions of this Investment Policy for arbitrage related investments as may be necessary to conform with federal arbitrage regulations. In all cases, however, investments will be in compliance with Colorado Revised Statutes. This section is only applicable to City funds subject to arbitrage restrictions.

REPORTING

An investment report shall be prepared, at least on a monthly basis, listing the investments held by the City, the current market valuation of the investments and performance results. The monthly investment report shall be submitted in a timely manner to the City Manager and the City Council. A record shall be maintained by the Department of Finance and Administrative Services of all bids and offerings for securities transactions in order to ensure that the City receives competitive pricing.

The City has established reporting and accounting standards for callable U.S. Instrumentality securities. Callable securities may be retired at the issuer's option prior to the stated maximum maturity. All securities holding reports for the City shall disclose the stated maturity as well as the first call date of each callable security held. In the case of callable securities which are purchased priced to the first call date and, in the opinion of the Director, have an overwhelming probability of being called on the first call date, weighted average maturity, amortization as well as yield shall be calculated using the first call date. The Director may, however, choose to use a further call date maturity date for reporting purposes when conditions mandate.

PERFORMANCE REVIEW

The Director and the City Manager shall meet at least quarterly to review the portfolio's adherence to appropriate risk levels and to compare the portfolio's total return to the established investment objectives and goals.

The Director shall periodically establish a benchmark yield for the City's investments which shall be equal to the average yield on the U.S. Treasury security which most closely corresponds to the portfolio's actual effective weighted average maturity. When comparing the performance of the City's portfolio, all fees and expenses involved with managing the portfolio should be included in the computation of the portfolio's rate of return.

POLICY REVISIONS

This Investment Policy will be reviewed periodically by the Director and may be amended as conditions warrant by the City Manager and the City Council.

Prepared by:

/s/
Frank Gryglewicz
Director of Finance and Administrative
Services

Prepared by:

/s/
~~Kevin Engels~~
Accounting Manager

Deleted: Steve Dazzio

Approved by City Council
September 17, 1990

Amended by City Council
September 5, 1995

Amended by City Council
December 16, 1991

Amended by City Council
December 15, 1997

Amended by City Council
April 5, 1993

Amended by City Council
February 7, 2000

Amended by City Council
June 20, 2005

Amended by City Council
October 16, 2006

Amended by City Council
November 3, 2008

Amended by City Council
2011

State of Colorado, County of Arapahoe:

I, Loucrishia A. Ellis, City Clerk in and for the City of Englewood, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct copy of the Investment Policy as the same appears upon the records of my office which are in my custody.

Given under by hand and official seal, this _____.

/s/
Loucrishia A. Ellis
City Clerk

APPENDIX I
Authorized Personnel

The following persons are authorized to conduct investment transactions and wire transfer funds on behalf of the City of Englewood:

~~Kathy Cassai, Accountant II~~
~~Kevin Engels, Accountant II~~
Frank Gryglewicz, Director of Finance and Administrative Services
~~Gary Sears, City Manager~~

~~Deleted: Steve Dazzio, Accounting Manager~~

~~Deleted: ¶~~
Christine Hart, Accountant

APPENDIX II

Repurchase Agreements

The following firms have executed a City approved Master Repurchase Agreement with the City of Englewood.

Banc of America Securities, LLC
Morgan Stanley DW Inc.

Agreements maintained in separate file.

APPENDIX III

Authorized Broker/Dealers and Financial Institutions

The following firms are approved for investment purposes by the City of Englewood.

[Barclays Capital](#)

[Deutsche Bank Securities Inc.](#)

[Goldman, Sachs & Co](#)

[Jefferies & Company, Inc.](#)

J.P. Morgan Securities Inc.

[Merrill Lynch, Pierce, Fenner & Smith Inc](#)

[Mizuho Securities USA Inc.](#)

[Morgan Keegan & Company, Inc.](#)

Morgan Stanley [Smith Barney – Citigroup Global Markets platform](#)

[Morgan Stanley Smith Barney – Morgan Stanley platform](#)

[RBC Capital Markets Corporation](#)

UBS Financial Services Inc.

[Wunderlich Securities, Inc.](#)

Deleted: Banc of America Securities, LLC¶
Citigroup Global Markets, Inc.¶
Fundamental Capital Markets

Deleted: Merrill Lynch¶

APPENDIX IV

Designated Custodial Banks

The following bank is authorized as the designated custodial bank for the City of Englewood:

Wells Fargo Institutional Retirement and Trust

1740 Broadway

MAC# C7300-105

Denver, CO 80274

~~Bank, NA
Northstar East Building~~

~~608 Second Ave., 8th Floor
Minneapolis, MN 55479~~

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION ACCEPTING CHANGES AND UPDATES TO THE CITY OF
ENGLEWOOD'S INVESTMENT POLICY PER ORDINANCE 45, SERIES OF 1995.

WHEREAS, by Ordinance 45, Series of 1995, the Director of Financial Services, ex officio City Treasurer, is empowered to invest all funds and monies not immediately needed for operating expenditures/expenses of the City except for the Firefighters Pension Fund, the Volunteer Firefighters Fund, the Police Officers Pension Fund and the Non-Emergency Employees Pension Fund and pursuant to an investment policy to be adopted by Council each year; and

WHEREAS, the passage of this Resolution will authorize changes and updates to the Englewood's Investment Policy;

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

Section 1. The City of Englewood's Investment Policy, attached as Attachment 1, submitted by the Director of Financial Services is hereby approved.

ADOPTED AND APPROVED this 3rd of October, 2011.

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 2011.

Loucrishia A. Ellis, City Clerk

City of Englewood, Colorado

INVESTMENT POLICY

The Director of Finance and Administrative Services of the City of Englewood, Colorado is charged with the responsibility to prudently and properly manage any and all funds of the City. Because these funds may be called upon, it is essential that absolute maturity horizons are identifiable for the purpose of liquidity. Moreover, these funds must be fully collateralized and appropriately authorized. The following Investment Policy addresses the methods, procedures and practices which must be exercised to ensure effective and sound fiscal management.

SCOPE

This Investment Policy shall apply to the investment of all financial assets and all funds of the City of Englewood (hereafter referred to as the "City") over which it exercises financial control, except the City of Englewood Firefighters Pension Fund, Volunteer Firefighters Pension Fund, Police Officers Pension Fund, the Non-Emergency Employees Retirement Plan Fund and other City employee retirement plans.

In order to effectively make use of the City's cash resources, all monies shall be pooled into one investment account and accounted for separately. The investment income derived from this account shall be distributed to the various City funds in accordance with Englewood Municipal Code, 4-1-2-A.

OBJECTIVES

The City's funds shall be invested in accordance with all applicable City policies, Colorado statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

- Preservation of capital and the protection of investment principal.
- Maintenance of sufficient liquidity to meet anticipated disbursements and cash flows.
- Diversification to avoid incurring unreasonable risks regarding securities owned.
- Attainment of market rate of return equal to or higher than the performance measure established by the Director of Finance and Administrative Services.

DELEGATION OF AUTHORITY

The ultimate responsibility and authority for investment transactions involving the City resides with the Director of Finance and Administrative Services (hereinafter referred to as the "Director") who has been designated by the City Manager as the Investment Officer in accordance with Englewood Municipal Code. The Director may appoint other members of the City staff to assist him in the cash management and investment function. Persons who are authorized to transact business and wire funds on behalf of the City will be designated by the Director by the wire transfer agreement executed with the City's approved depository for bank services (see Appendix I).

The Director shall be responsible for all investment decisions and activities, and shall establish written administrative procedures for the operation of the City's investment program consistent with this Investment Policy. The Investment Officer acting within these procedures shall not be held personally liable for specific investment transactions.

The Director may in his discretion appoint one or more Investment Advisors, registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, to manage a

portion of the City's assets. An appointed Investment Advisor may be granted limited investment discretion within the guidelines of this Investment Policy with regard to the City's assets placed under its management. An Investment Advisor can only be appointed after consultation with and approval by the City Manager.

PRUDENCE

The standard of prudence to be used for managing the City's assets is the "prudent investor" rule, which states that a prudent investor "shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital." (CRS 15-1-304, Standard for Investments.)

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that no investment is totally without risk and that the investment activities of the City are a matter of public record. Accordingly, the City recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the portfolio's overall return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the City.

The Director and other authorized persons acting in accordance with established procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the City Council and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

All City employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interest in financial institutions that conduct business with the City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees shall subordinate their personal investment transactions to those of the City particularly with regard to the timing of purchases and sales.

ELIGIBLE INVESTMENTS AND TRANSACTIONS

All investments will be made in accordance with the Colorado Revised Statutes (CRS) as follows: CRS 11-10.5-101, et seq. Public Deposit Protection Act; CRS 11-47-101, et seq. Savings and Loan Association Public Deposit Protection Act; CRS 24-75-601, et seq. Funds-Legal Investments; CRS 24-75-603, et seq. Depositories; and CRS 24-75-701, et seq. Local governments – authority to pool surplus funds. Any revisions or extensions of these sections of the CRS will be assumed to be part of this Investment Policy immediately upon being enacted.

As a home rule City, Englewood may adopt a list of acceptable investment instruments differing from those outlined in CRS 24-75-601, et seq. Funds-Legal Investments. Funds of the City of Englewood covered by this Investment Policy may be invested in the following types of securities and transactions:

1. U.S. Treasury Obligations: Treasury Bills, Treasury Notes and Treasury Bonds with maturities not exceeding five years from the date of trade settlement.
2. Treasury Strips (book-entry U.S. Treasury securities whose coupons have been removed) with maturities not exceeding five years from the date of trade settlement.

3. Federal Instrumentalities - Debentures, Discount Notes, Medium-Term Notes, Callable Securities and Step-up Securities issued by the following only: Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), Federal Home Loan Mortgage Corporation (FHLMC) and Federal Farm Credit Banks (FFCB), with maturities not exceeding five years from the date of trade settlement. Subordinated debt may not be purchased.
4. Repurchase Agreements with a termination date of 90 days or less utilizing U.S. Treasury and Federal Instrumentality securities listed above, collateralized at a minimum market value of 102 percent of the dollar value of the transaction with the accrued interest accumulated on the collateral included in the calculation.

Repurchase agreements shall be entered into only with dealers who:

- a) are recognized as Primary Dealers by the Federal Reserve Bank of New York, or with firms that have a primary dealer within their holding company structure; and
- b) have executed a City approved Master Repurchase Agreement (see Appendix II). The Director shall maintain a file of all executed Master Repurchase Agreements.

Primary Dealers approved as Repurchase Agreement counterparties, if rated, shall have a short-term credit rating of at least A-1 or the equivalent and a long-term credit rating of at least A or the equivalent.

Collateral (purchased securities) shall be held by the City's custodian bank as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

For the purposes of this section, the term "collateral" shall mean "purchased securities" under the terms of the City approved Master Repurchase Agreement. In no case will the maturity of the collateral exceed 10 years.

5. Reverse Repurchase Agreements with a maturity of 90 days or less executed only against securities owned by the City and collateralized by the same type of security reversed.
6. Flexible Repurchase Agreements with a final maturity of 10 years or less entered into by the City with approved counterparties. These flexible repurchase agreements may be closed out in varying amounts and at varying times at the option of the City. These agreements are deemed by both parties to be purchases and sales of securities and are not loans.

All such flexible repurchase agreements shall meet the following criteria:

- Be determined as legal and valid for both parties;
- Collateral shall be limited to:
 - a) Securities issued by, guaranteed by, or for which the credit of any of the following is pledged for payment: the United States, Federal Farm Credit Bank, Federal Land Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Export Import Bank or the Government National Mortgage Association; or
 - b) Securities issued by, guaranteed by, or for which the credit of the following is pledged for payment: An entity or organization which is not listed in paragraph a) above, but which is (1) created by, or the creation of which is authorized by, legislation enacted by the United States Congress and which is subject to control by the federal government which is at least as extensive as that which governs an entity or organization listed in paragraph a) above, and (2) rated in its highest rating category by one or more nationally recognized organizations which regularly rate such obligations.
- Have a fixed rate during the entire life of the agreement;
- The dollar amounts and periods of time when the City may draw funds out of the repurchase agreement shall be agreed upon in writing by both parties and shall be part of the written repurchase agreement exercised by the City and the approved counterparty;

- The City has the option of varying the dollar amount and the timing of the draw down by an agreed upon percentage of the anticipated draw down and a specified number of days. The City and the counterparty to the agreement will specify the details of the allowable variance when the agreement is structured. In addition, the City may draw down in excess of the variance up to the remaining balance in the agreement for a bona fide, unanticipated cash need;
- Collateral shall have a minimum market value (including accrued interest accumulated) of at least 102 percent of the dollar value of the transaction;
- Repurchase agreements shall be entered into only with dealers who are authorized by the Director and have executed a City approved Master Repurchase Agreement;
- The Director shall maintain a file of all executed Master Repurchase Agreements;
- The title to or a perfected security interest in securities, along with any necessary transfer documents, must be transferred and actually delivered to, and shall be held by, the City's third-party custodian bank acting as safekeeping agent. The market value of the collateral securities shall be marked-to-the-market at least weekly based on the closing bid price at the time the custodian for the collateral issues its monthly statement to the City.

For the purpose of the section, the term "collateral" shall mean "purchased securities" under the terms of the City approved Master Repurchase Agreement. In no case will the maturity of the collateral exceed 10 years.

7. Time Certificates of Deposit with a maximum maturity of five years or savings accounts in state or national banks or state or federally chartered savings banks operating in Colorado that are state approved depositories (as evidenced by a certificate issued by the State Banking Board) and are insured by the FDIC. Certificates of deposit that exceed the FDIC insured amount shall be collateralized in accordance with the Colorado Public Deposit Protection Act. The collateral shall have a market value equal to or exceeding 102 percent of the difference between the insured amount and the City's total deposits for all funds within the institution.
8. Money Market Mutual Funds registered under the Investment Company Act of 1940 that: 1) are "no-load" (i.e.: no commission or fee shall be charged on purchases or sales of shares); 2) have a constant net asset value per share of \$1.00; 3) limit assets of the fund to securities authorized by state statute; 4) have a maximum stated maturity and weighted average maturity in accordance with Rule 2a-7 of the Investment Company Act of 1940; and 5) have a rating of AAAM by Standard and Poor's, Aaa by Moody's or AAAV1+ by Fitch.
9. Colorado Local Government Liquid Asset Trust (COLOTRUST) as authorized under CRS 24-75-702.
10. Prime Bankers Acceptances, rated at least A-1 by Standard & Poor's, P-1 by Moody's and F1 by Fitch at the time of purchase by at least two services that rate them and shall be rated not less by any service that rates them, with a maturity of six months or less issued on domestic banks or branches of foreign banks domiciled in the U.S. and operating under U.S. banking laws. Accepting banks must have a senior debt rating of A2 by Moody's and A by Standard & Poor's.
11. Prime Commercial Paper with a maturity of 270 days or less which, at the time of purchase, is rated at least A-1 by Standard & Poor's, P-1 by Moody's and F-1 by Fitch.
 - a) At the time of purchase, the commercial paper must be rated by at least two of the above stated rating agencies at the stated minimum rating.
 - b) If more than two of the above stated agencies rates an issuer, all of those rating agencies must rate the issuer in accordance with above stated minimum credit criteria.

- c) If the commercial paper issuer has senior debt outstanding, the senior debt must be rated by each service that publishes a rating on the issuer as at least A2 by Moody's, A by Standard and Poor's and A by Fitch.

12. Corporate Bonds issued by a corporation or bank with a final maturity not exceeding three years from the date of trade settlement, rated at least AA- by Standard & Poor's, Aa3 by Moody's, or AA by Fitch at the time of purchase by each service that rates the debt. Authorized corporate bonds shall be U.S. dollar denominated, and limited to corporations organized and operated within the United States with a net worth in excess of \$250 million.

Securities that have been downgraded below minimum ratings described herein may be sold or held at the City's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

OTHER INVESTMENTS

It is the intent of the City that the foregoing list of authorized securities be strictly interpreted. Any deviation from this list must be pre-approved by the Director in writing after approval by the City Manager.

INVESTMENT DIVERSIFICATION

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy, the securities market, and the City's cash flow needs.

The City may invest to the following maximum limits within each category:

- 50% in Certificates of Deposit
- 40% in Commercial Paper
- 20% in Bankers Acceptances
- 30% in Corporate Bonds; 5% in any one issuer or its affiliates or subsidiaries

Tests for limitations on percentages of holdings apply to the composite of the entire portfolio of the City, not to individual portfolios maintained by the City. Percentage limitations used for measurements are based on the percentage of cost value of the portfolio.

INVESTMENT MATURITY AND LIQUIDITY

Investments shall be limited to maturities not exceeding five years from the date of trade settlement. In addition, the weighted average final maturity of the total portfolio shall at no time exceed three years.

SELECTION OF BROKER/DEALERS.

The Director shall maintain a list of broker/dealers approved for investment purposes (see Appendix III), and it shall be the policy of the City to purchase securities only from those authorized firms.

To be eligible, a firm must meet at least one of the following criteria:

1. be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure,
2. report voluntarily to the Federal Reserve Bank of New York,
3. qualify under Securities and Exchange Commission (SEC) Rule 15c-3 (Uniform Net Capital Rule).

Broker/dealers will be selected by the Director on the basis of their expertise in public cash management and their ability to provide service to the City's account. Each authorized broker/dealer shall be required to submit and annually update a City approved Broker/Dealer Information Request form which includes the firm's most recent financial statements. In the event that an external investment advisor is not used in the process of recommending a particular transaction in the City's portfolio, any authorized broker/dealer from whom a competitive bid is obtained for the transaction will attest in writing that he/she has received a copy of this policy.

The City may purchase Commercial Paper from direct issuers even though they are not on the approved list of broker/dealers as long as they meet the criteria outlined in Item 12 of the Eligible Investments and Transactions section of this Investment Policy.

COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the City is offered a security for which there is no other readily available competitive offering, then the Director will document quotations for comparable or alternative securities.

SELECTION OF BANKS AS DEPOSITORIES AND PROVIDERS OF GENERAL BANKING SERVICES

The City shall maintain a list of banks approved to provide banking services or from whom the City may purchase certificates of deposit. Banks in the judgment of the Director no longer offering adequate safety to the City will be removed from the list. To be eligible for authorization, a bank shall qualify as a depository of public funds in Colorado as defined in CRS 24-75-603.

SAFEKEEPING AND CUSTODY

The safekeeping and custody of securities owned by the City shall be managed in accordance with applicable Federal and Colorado laws and regulations.

The Director shall approve one or more banks to provide safekeeping and custodial services for the City. A City approved Safekeeping Agreement shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. To be eligible, a bank shall qualify as a depository of public funds in the State of Colorado as defined in CRS 24-75-603 and be a Federal Reserve member financial institution.

Custodian banks will be selected on the basis of their ability to provide service to the City's account and the competitive pricing of their safekeeping related services. The City's designated custodian bank is set forth in Appendix IV of this Investment Policy.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Ownership of all securities shall be perfected in the name of the City, and sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investments, except certificates of deposit and local government investment pools purchased by the City shall be delivered by either book entry or physical delivery and will be held in third-party safekeeping by the City's designated custodian bank, its correspondent bank or the Depository Trust Company (DTC).

All Fed wireable book entry securities owned by the City shall be evidenced by a safekeeping receipt or a customer confirmation issued to the City by the custodian bank stating that the

securities are held in the Federal Reserve system in a Customer Account for the custodian bank which will name the City as "customer."

All DTC eligible securities shall be held in the custodian bank's Depository Trust Company (DTC) participant account and the custodian bank shall issue a safekeeping receipt evidencing that the securities are held for the City as "customer."

All non-book entry (physical delivery) securities shall be held by the custodian bank's correspondent bank and the custodian bank shall issue a safekeeping receipt to the City evidencing that the securities are held by the correspondent bank for the City as "customer."

The City's custodian will be required to furnish the City with a monthly report of securities held as well as an account analysis report of monthly securities activity.

PROVISIONS FOR ARBITRAGE

The City periodically issues debt obligations which are subject to the provisions of the Tax Reform Act of 1986 (section 148F), Arbitrage Rebate Regulations. Due to the legal complexities of arbitrage law and the necessary immunization of yield levels, the procedures undertaken in the reinvestment of all or a portion of the proceeds of such debt issuance may extend beyond those outlined in this Investment Policy. The Director, upon advice from Bond Counsel and financial advisors, may alter provisions of this Investment Policy for arbitrage related investments as may be necessary to conform with federal arbitrage regulations. In all cases, however, investments will be in compliance with Colorado Revised Statutes. This section is only applicable to City funds subject to arbitrage restrictions.

REPORTING

An investment report shall be prepared, at least on a monthly basis, listing the investments held by the City, the current market valuation of the investments and performance results. The monthly investment report shall be submitted in a timely manner to the City Manager and the City Council. A record shall be maintained by the Department of Finance and Administrative Services of all bids and offerings for securities transactions in order to ensure that the City receives competitive pricing.

The City has established reporting and accounting standards for callable U.S. Instrumentality securities. Callable securities may be retired at the issuer's option prior to the stated maximum maturity. All securities holding reports for the City shall disclose the stated maturity as well as the first call date of each callable security held. In the case of callable securities which are purchased priced to the first call date and, in the opinion of the Director, have an overwhelming probability of being called on the first call date, weighted average maturity, amortization as well as yield shall be calculated using the first call date. The Director may, however, choose to use a further call date maturity date for reporting purposes when conditions mandate.

PERFORMANCE REVIEW

The Director and the City Manager shall meet at least quarterly to review the portfolio's adherence to appropriate risk levels and to compare the portfolio's total return to the established investment objectives and goals.

The Director shall periodically establish a benchmark yield for the City's investments which shall be equal to the average yield on the U.S. Treasury security which most closely corresponds to the portfolio's actual effective weighted average maturity. When comparing the performance of the City's portfolio, all fees and expenses involved with managing the portfolio should be included in the computation of the portfolio's rate of return.

POLICY REVISIONS

This Investment Policy will be reviewed periodically by the Director and may be amended as conditions warrant by the City Manager and the City Council.

Prepared by:

_____/s/_____
Frank Gryglewicz
Director of Finance and Administrative
Services

Prepared by:

_____/s/_____
Kevin Engels
Accounting Manager

Approved by City Council
September 17, 1990

Amended by City Council
September 5, 1995

Amended by City Council
December 16, 1991

Amended by City Council
December 15, 1997

Amended by City Council
April 5, 1993

Amended by City Council
February 7, 2000

Amended by City Council
June 20, 2005

Amended by City Council
October 16, 2006

Amended by City Council
November 3, 2008

Amended by City Council
2011

State of Colorado, County of Arapahoe:

I, Loucrishia A. Ellis, City Clerk in and for the City of Englewood, in the State aforesaid, do hereby certify that the foregoing is a full, true and correct copy of the Investment Policy as the same appears upon the records of my office which are in my custody.

Given under by hand and official seal, this _____.

_____/s/_____
Loucrishia A. Ellis
City Clerk

APPENDIX I

Authorized Personnel

The following persons are authorized to conduct investment transactions and wire transfer funds on behalf of the City of Englewood:

Kevin Engels, Accounting Manager

Kathy Cassai, Accountant II

Christine Hart, Accountant II

Frank Grylewicz, Director of Finance and Administrative Services

APPENDIX II

Repurchase Agreements

The following firms have executed a City approved Master Repurchase Agreement with the City of Englewood.

Banc of America Securities, LLC
Morgan Stanley DW Inc.

Agreements maintained in separate file.

APPENDIX III

Authorized Broker/Dealers and Financial Institutions

The following firms are approved for investment purposes by the City of Englewood.

Barclays Capital
Deutsche Bank Securities Inc.
Goldman, Sachs & Co
Jefferies & Company, Inc.
J.P. Morgan Securities Inc.
Merrill Lynch, Pierce, Fenner & Smith Inc
Mizuho Securities USA Inc.
Morgan Keegan & Company, Inc.
Morgan Stanley Smith Barney – Citigroup Global Markets platform
Morgan Stanley Smith Barney – Morgan Stanley platform
RBC Capital Markets Corporation
UBS Financial Services Inc.
Wunderlich Securities, Inc.

APPENDIX IV

Designated Custodial Banks

The following bank is authorized as the designated custodial bank for the City of Englewood:

Wells Fargo Institutional Retirement and Trust
1740 Broadway
MAC# C7300-105
Denver, CO 80274

COUNCIL COMMUNICATION

Date October 3, 2011	Agenda Item 11 a i	Subject A Bill for an Ordinance amending 4-4-7-C of the Englewood Municipal Code to reduce the vendor fee to zero
Initiated By City of Englewood, Finance and Administrative Services Department		Staff Source Frank Grylewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed this issue at the August 1 and August 22, 2011 study sessions. Council directed staff to prepare the necessary bill for an ordinance reducing the vendor fee to zero effective January 1, 2012.

RECOMMENDED ACTION

Staff recommends the City Council approve the attached bill for an ordinance reducing the vendor fee from .25 percent (EMC 4-4-7-C) to zero.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood has allowed sales tax license holders to withhold .25 percent of the taxes remitted to the City if the taxes are paid in full and on time.

Due to continuing weak revenue growth, City staff has looked for ways to reduce costs and/or raise revenues without violating the terms of the TABOR amendment. The fee paid to vendors to collect and remit taxes has been reviewed by staff as a method of saving funds badly needed to support programs that the citizens of Englewood depend upon without placing an undue burden on the business community.

The City of Englewood currently has issued approximately 2,400 sales and use tax licenses and allows these businesses to withhold .25 of the taxes remitted. In 2010, this amounted to approximately \$42,000 or \$17.50 per vendor.

Finance and Administrative Services Department staff will update the sales and use tax return documents to reflect this change effective January 1, 2012.

FINANCIAL IMPACT

This action will provide additional revenue to the City of Englewood of approximately \$42,000 in 2012 (as well as future years) that can help fund programs and services provided to the citizens of Englewood.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 64
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 4, CHAPTER 4, SECTION 4, SUBSECTION 7 PARAGRAPH (C), OF THE ENGLEWOOD MUNICIPAL CODE 2000, WHICH PERTAINS TO THE ELIMINATION OF THE VENDOR FEE.

WHEREAS, the Englewood City Council authorized the establishment of a vendor fee which provided a five percent vendor fee to cover the vendor's expense in the collection and remittance of sales tax by the passage of Ordinance No. 32, Series of 1961; and

WHEREAS, the passage of Ordinance No. 32, Series of 1968 reduced the fee from the initial rate of five percent to 2.5 percent; and

WHEREAS, the passage of Ordinance No. 27, Series of 1970 reduced the fee to 1.6 percent; and

WHEREAS, the passage of Ordinance No. 58, Series of 2002 reduced the fee to .5 percent; and

WHEREAS, the passage of Ordinance No. 35, Series of 2009 reduced the fee to .25 percent; and

WHEREAS, due to the continuing weak revenue growth, the City has looked for ways to reduce costs and/or raise revenues without violating the terms of the TABOR amendment; and

WHEREAS, the fee paid to vendors to collect and remit taxes is a method of saving funds badly needed to support programs that the citizens of Englewood depend upon without placing an undue burden on the business community; and

WHEREAS, by reducing the vendor fee to zero businesses will not withhold the vendor fee after January 1, 2012.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 4, Chapter 4, Section 4, Subsection 7, Paragraph C, of the Englewood Municipal Code 2000, to read as follows:

4-4-4-7: Sales Tax Return.

- A. Every person required to obtain a sales tax license pursuant to the provisions of Section 4-4-4-4, shall file a sales tax return, with payment of tax owed, if any, upon the standard Municipal sales and use tax reporting form as adopted by the Executive Director of the

Colorado Department of Revenue, not later than the twentieth day of each month for the preceding calendar month; provided, however, that if the accounting methods regularly employed by the licensed retailer in the transaction of his/her business, or other conditions, are such that reports of sales made on a calendar monthly basis will impose unnecessary hardship, the Director may, upon request of said retailer, accept reports at such intervals as will, in his/her opinion, better suit the convenience of the taxpayer, and will not jeopardize the collection of the tax.

- B. The returns so filed shall contain such information as may enable the Director to accurately determine the amount of tax collected by the person filing the return, but in all cases shall contain the following information:
1. The amount of gross taxable sales made by the retailer during the period for which the return is filed;
 2. The total sales price of all property returned by the purchaser as a result of a return of goods sold by the retailer; provided, the original sale was a taxable transaction;
 3. The total fair market value of any property received by the retailer as a result of an exchange of property; provided the property so received is held by the retailer to be sold or leased to a user or consumer in the regular course of his/her business;
 4. The total amount of retail sales which are exempt from the tax imposed by Section 4-4-4-2 by reason of the provisions of Section 4-4-4-3;
 5. The total amount of sales made on credit, the obligation for which is not secured by a conditional sales contract, chattel mortgage or other security instrument entitling the retailer to repossess the item sold, which are found to be worthless and which may be deducted as bad debts on the retailer's Federal income tax return.
- C. The return shall be accompanied by an amount equal to the sales tax required to be collected by the retailer but which, in no case, shall be less than the amount actually collected, nor less than three and one-half percent (3.5%) of the figure derived by subtracting from the gross taxable sales, as reflected on the return, the total sales described in subsections B.2., 3., 4. and 5. above, as reflected on the return; ~~provided, however, the retailer may deduct from the total tax due an amount equal to one quarter percent (0.25%) of the sales tax required to be collected, which may be retained by the retailer as a fee for collecting said tax. If the return or the tax remittance is filed later than the twentieth day of each month or as prescribed by the Director, the one quarter percent (0.25%) vendor's fee allowance shall be forfeited and added to the amount of the deficiency.~~
- D. All other persons shall pay to the Director the amount of any tax due under the provisions of this Section 4-4-4-7, not later than fifteen (15) days after the date that said tax becomes due.

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

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

Introduced, read in full, and passed on first reading on the 3rd day of October, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of October, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of October, 2011 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 3rd day of October, 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date October 3, 2011	Agenda Item 11 a ii	Subject A Bill for an Ordinance amending 4-7-3 of the Englewood Municipal Code to increase the Waste Transfer Fee
Initiated By City of Englewood, Finance and Administrative Services Department		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed this issue at the August 1 and August 22, 2011 study sessions. Council directed staff to prepare the necessary bill for an ordinance increasing the Waste Transfer Surcharge from \$.20 (1987) to \$.50 per cubic yard effective January 1, 2012.

RECOMMENDED ACTION

Staff recommends the City Council approve the attached bill for an ordinance amending 4-7-3 (Surcharge Imposed) of the Englewood Municipal Code.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 1987, the City of Englewood imposed a surcharge of \$.20 per cubic yard of waste to offset the impact of heavy vehicles and other traffic using the waste transfer station on the City of Englewood's streets and bridges.

This fee has not been adjusted for inflation since it was imposed in 1987, but the cost of street and bridge repair and replacement have gone up significantly since that time. The fee increase proposed is the original \$.20 per cubic yard inflated at three percent per year to 2011 (25 years).

Finance and Administrative Services staff attempted to contact various trash haulers and the City's waste transfer station but have not received any feedback regarding the fee increase.

FINANCIAL IMPACT

This action will provide approximately \$271,000 per year to offset the ongoing cost of street and bridge maintenance.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 65
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 4, CHAPTER 7, SECTION 3, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO INCREASING WASTE TRANSFER FEES.

WHEREAS, the City Council of the City of Englewood, Colorado passed Ordinance No. 25, Series 1987, instituting the Waste Transfer Surcharge which imposed a twenty cent surcharge on each cubic yard or portion thereof by each person disposing of trash at a waste transfer facility to offset the impact of heavy vehicles and other traffic using the waste transfer station on the City's streets and bridge; and

WHEREAS, the waste transfer fee has not been adjusted for inflation since it was imposed in 1987; and

WHEREAS, the cost of street and bridge repairs and replacement have increased significantly since 1987; and

WHEREAS, the passage of this Ordinance will increase the Waste Transfer Surcharge from \$.20 (1987) to \$.50 per cubic yard effective January 1, 2012.

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

Section 1. The City Council of the City of Englewood, Colorado hereby approves an Ordinance amending Title 4, Chapter 7, Section 3, to read as follows:

4-7-3: - Surcharge Imposed.

On and after the effective date hereof, there is hereby levied and shall be paid and collected a surcharge of ~~twenty~~ fifty cents (\$0.~~20~~ 50) on each cubic yard or portion thereof by each person disposing of trash at a waste transfer facility, including upon each person disposing of trash by his own vehicle at his own facility, whether for a charge or not. Said surcharge is in addition to all other taxes, surcharges and fees imposed by law.

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

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

Introduced, read in full, and passed on first reading on the 3rd day of October, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of October, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of October, 2011 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 3rd day of October, 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date October 3, 2011	Agenda Item 11 a iii	Subject Bill For An Ordinance Adopting the Budget For Fiscal Year 2012
Initiated By Department Of Finance and Administrative Services		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2012 budget process at the February 28, 2011 Study Session. Council and staff met again to discuss the 2012 Budget at the August 1, August 22, 2011 Study Sessions. Finance and Administrative Services provided Council with the 2012 Proposed Budget on August 25 and posted it on the City's website the following day. A public hearing regarding the proposed 2012 Budget was held on September 6, 2011. The operating budgets and Multiple Year Capital Plan for all City departments and funds were reviewed at the Budget Workshop held September 12, 2011.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance adopting the 2012 Budget for the City of Englewood.

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.

Due to limited growth in the revenue sources available to the City, the 2012 Budget limited expenditure increases as much as possible while limiting the impact on the citizens. Most City employees sacrificed to make this budget work by not cashing out personal leave, limiting pay increases, taking on additional duties, and taking furlough days in the past (to help maintain reserves).

During the various budget meetings and at the September 12, 2011 Budget Workshop, City staff and Council worked together to identify fund transfers, expenditure cuts, freezing and/or delay hiring vacant positions, and eliminating some vacant positions. Total ending 2012 reserves are estimated at \$8,230,601 and the unreserved/undesignated fund balance is estimated at 10.6 percent of revenues.

FINANCIAL IMPACT

The General Fund is budgeting total sources of funds of \$40,426,740 and total uses of funds of \$40,949,793 leaving a total reserve of \$8,230,601 and an unreserved/undesignated fund balance of 10.6 percent. The total General Fund appropriation is \$40,949,793 for 2012.

LIST OF ATTACHMENTS

Proposed bill for an ordinance

Other Financing Sources	1,969,785
Total Sources of Funds	\$ 40,426,740

<u>Expenditures</u>	
Legislation	333,793
City Manager's Office	672,072
City Attorney's Office	746,734
Municipal Court	974,417
Human Resources	470,910
Finance and Administrative Services	1,541,645
Information Technology	1,360,355
Community Development	1,478,398
Public Works	5,436,637
Police	10,921,455
Fire	7,711,732
Library Services	1,256,481
Parks and Recreation Services	5,834,425
Contingencies	150,000
Debt Service	2,060,739
Total Uses of Funds	\$ 40,949,793
Total Fund Balance, December 31, 2012	\$ 8,230,601

Section 3. SPECIAL REVENUE FUNDS

Conservation Trust Fund

Fund Balance, January 1, 2012	\$ 98,916
Revenues	\$ 327,000
Expenditures	\$ 403,500
Fund Balance, December 31, 2012	\$ 22,416

Community Development Fund

Fund Balance, January 1, 2012	\$ -0-
Revenues	\$ 300,000
Expenditures	\$ 300,000
Fund Balance, December 31, 2012	\$ -0-

<u>Donors Fund</u>		
Fund Balance, January 1, 2012	\$	101,072
Revenues	\$	96,500
Expenditures	\$	172,780
Fund Balance, December 31, 2012	\$	24,792
<u>Malley Center Trust Fund</u>		
Fund Balance, January 1, 2012	\$	291,667
Revenues	\$	15,000
Expenditures	\$	15,000
Fund Balance, December 31, 2012	\$	291,667
<u>Parks and Recreation Trust Fund</u>		
Fund Balance, January 1, 2012	\$	449,303
Revenues	\$	20,000
Expenditures	\$	20,000
Fund Balance, December 31, 2012	\$	449,303
<u>Open Space Fund</u>		
Fund Balance, January 1, 2012	\$	190,551
Revenues	\$	645,000
Expenditures	\$	772,000
Fund Balance, December 31, 2012	\$	63,551
<u>Neighborhood Stabilization Program Fund</u>		
Fund Balance, January 1, 2012	\$	526,386
Revenues	\$	1,488,436
Expenditures	\$	2,014,822
Fund Balance, December 31, 2012	\$	-0-

Section 4. DEBT SERVICE FUND

<u>General Obligation Bond Fund</u>		
Fund Balance, January 1, 2012	\$	164,656
Revenues	\$	853,500
Expenditures	\$	959,200
Fund Balance, December 31, 2012	\$	58,956

Section 5. CAPITAL PROJECT FUNDS

Public Improvement Fund

Fund Balance, January 1, 2012 \$ 329,782

Revenues \$ 1,754,000

Expenditures and Transfers \$ 2,000,739

Fund Balance, December 31, 2012 \$ 83,043

Capital Projects Fund

Fund Balance, January 1, 2012 \$ <42,239>

Revenues and Transfers In \$ 340,000

Expenditures \$ 274,781

Fund Balance, December 31, 2012 \$ 22,980

Section 6. ENTERPRISE FUNDS

Water Fund

Fund Balance, January 1, 2012 \$ 6,818,223

Revenues \$ 11,832,380

Expenditures \$ 13,049,665

Fund Balance, December 31, 2012 \$ 5,600,938

Sewer Fund

Fund Balance, January 1, 2012 \$ 3,644,933

Revenues \$ 25,984,080

Expenditures \$ 18,894,661

Fund Balance, December 31, 2012 \$ 10,734,352

Storm Drainage Fund

Fund Balance, January 1, 2012 \$ 749,062

Revenues \$ 331,232

Expenditures \$ 348,473

Fund Balance, December 31, 2012 \$ 731,821

Golf Course Fund

Fund Balance, January 1, 2012 \$ 538,560

Revenues \$ 2,312,426

Expenditures \$ 2,161,643

Fund Balance, December 31, 2012 \$ 689,343

Concrete Utility Fund

Fund Balance, January 1, 2012 \$ 294,204

Revenues \$ 711,200

Expenditures	\$ 697,249
Fund Balance, December 31, 2012	\$ 308,155
<u>Housing Rehabilitation Fund</u>	
Fund Balance, January 1, 2012	\$ 909,889
Revenues	\$ 1,000,000
Expenditures	\$ 1,000,000
Fund Balance, December 31, 2012	\$ 909,889

Section 7. INTERNAL SERVICE FUNDS

<u>Central Services Fund</u>	
Fund Balance, January 1, 2012	\$ 107,882
Revenues	\$ 353,400
Expenditures and Transfers	\$ 353,463
Fund Balance, December 31, 2012	\$ 107,819
<u>Servicenter Fund</u>	
Fund Balance, January 1, 2012	\$ 950,990
Revenues	\$ 2,273,080
Expenditures & Transfers	\$ 2,260,423
Fund Balance, December 31, 2012	\$ 963,647
<u>Capital Equipment Replacement Fund</u>	
Fund Balance, January 1, 2012	\$ 1,430,499
Revenues	\$ 825,915
Expenditures	\$ 1,264,936
Fund Balance, December 31, 2012	\$ 991,478
<u>Risk Management Fund</u>	
Fund Balance, January 1, 2012	\$ 720,040
Revenues	\$ 1,187,027
Expenditures and Transfers	\$ 1,867,850
Fund Balance, December 31, 2012	\$ 39,217
<u>Employee Benefits Fund</u>	
Fund Balance, January 1, 2012	\$ 611
Revenues	\$ 5,337,426
Expenditures and Transfers	\$ 5,284,552
Fund Balance, December 31, 2012	\$ 53,485

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 3rd day of October, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of October, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of October, 2011 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 3rd day of October, 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date October 3, 2011	Agenda Item 11 a iv	Subject Bill For An Ordinance Appropriating Funds For Fiscal Year 2012
Initiated By Department of Finance and Administrative Services		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2012 budget process at the February 28, 2011 Study Session. Council and staff met again to discuss the 2012 Budget at the August 1, August 22, 2011 Study Sessions. Finance and Administrative Services provided Council with the 2012 Proposed Budget on August 25 and posted it on the City's website the following day. A public hearing regarding the proposed 2012 Budget was held on September 6, 2011. The operating budgets and Multiple Year Capital Plan for all City departments and funds were reviewed at the Budget Workshop held September 12, 2011.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance appropriating funds for Fiscal Year 2012 for the City of Englewood.

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.

Due to little or no growth in most revenue sources available to the City, the 2012 Budget has little increase from 2011. Most City employees sacrificed to make this budget work by not cashing out personal leave, limiting pay increases, taking on additional duties, and taking furlough days in the past (to help maintain reserves).

During the various budget meetings and at the September 12, 2011 Budget Workshop, City staff and Council worked together to identify fund transfers, expenditure cuts, freezing and/or delay hiring vacant positions, and eliminating some vacant positions. Total ending 2012 reserves are estimated at \$8,230,601 and the unreserved/undesignated fund balance is estimated at 10.6 percent.

FINANCIAL IMPACT

The General Fund is budgeting total sources of funds of \$40,426,740 and total uses of funds of \$40,949,793 leaving a total reserve of \$8,230,601 and an unreserved/undesignated fund balance of 10.6 percent. The total General Fund appropriation is \$40,949,793 for 2012.

LIST OF ATTACHMENTS

Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 61
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, 2012, AND ENDING DECEMBER 31, 2012, CONSTITUTING WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR THE FISCAL YEAR 2012.

WHEREAS, a public hearing on the Proposed 2012 Budget was held September 6, 2011; and

WHEREAS, the operating budgets and Multiple Year Capital Plan for all City departments and funds were reviewed at a budget workshop held on September 12, 2011; 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, 2012, and ending December 31, 2012, the amounts hereinafter set forth for the object and purpose specified and set opposite thereto, specifically as follows:

GENERAL FUND

Legislation	\$	333,793
City Manager's Office		672,072
City Attorney's Office		746,734
Municipal Court		974,417
Human Resources		470,910
Finance and Administrative Services		1,541,645
Information Technology		1,360,355
Community Development		1,478,398
Public Works		5,436,637
Police		10,921,455
Fire		7,711,732
Library Services		1,256,481
Parks and Recreation Services		5,834,425
Contingencies		150,000
Debt Service – Civic Center		1,574,000
Debt Service – Other		<u>486,739</u>

Total General Fund	\$	40,949,793
--------------------	----	------------

CONSERVATION TRUST FUND

Total Conservation Trust Fund	\$	403,500
-------------------------------	----	---------

COMMUNITY DEVELOPMENT FUND

Total Community Development Fund	\$	300,000
----------------------------------	----	---------

DONORS FUND

Total Donors Fund	\$	172,780
-------------------	----	---------

MALLEY CENTER TRUST FUND

Total Malley Center Trust Fund	\$	15,000
--------------------------------	----	--------

PARKS AND RECREATION TRUST FUND

Total Parks and Recreation Trust Fund	\$	20,000
---------------------------------------	----	--------

OPEN SPACE FUND

Total Open Space Fund	\$	772,000
-----------------------	----	---------

NEIGHBORHOOD STABILIZATION PROGRAM FUND

Total Neighborhood Stabilization Program Fund	\$	2,014,822
---	----	-----------

GENERAL OBLIGATION BOND FUND

Total General Obligation Bond Fund	\$	959,200
------------------------------------	----	---------

PUBLIC IMPROVEMENT FUND

Total Public Improvement Fund	\$	2,000,739
-------------------------------	----	-----------

CAPITAL PROJECTS FUND

Total Capital Projects Fund \$ 274,781

WATER FUND

Total Water Fund \$ 13,049,665

SEWER FUND

Total Sewer Fund \$ 18,894,661

STORM DRAINAGE FUND

Total Storm Drainage Fund \$ 348,473

GOLF COURSE FUND

Total Golf Course Fund \$ 2,161,643

CONCRETE UTILITY FUND

Total Concrete Utility Fund \$ 697,249

HOUSING REHABILITATION FUND

Total Housing Rehabilitation Fund \$ 1,000,000

CENTRAL SERVICES FUND

Total Central Services Fund \$ 353,463

SERVICENTER FUND

Total ServiCenter Fund \$ 2,260,423

CAPITAL EQUIPMENT REPLACEMENT FUND

Total Capital Equipment Replacement Fund \$ 1,264,936

RISK MANAGEMENT FUND

Total Risk Management Fund \$ 1,867,850

COUNCIL COMMUNICATION

Date October 3, 2011	Agenda Item 11 a v	Subject Bill for An Ordinance Adopting the Budget for the Littleton/Englewood Wastewater Treatment Plant For Fiscal Year 2012
Initiated By Department of Finance and Administrative Services		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2012 budget process at the February 28, 2011 Study Session. Council and staff met again to discuss the 2012 Budget at the August 1, August 22, 2011 Study Sessions. Finance and Administrative Services provided Council with the 2012 Proposed Budget on August 25 and posted it on the City's website the following day. A public hearing regarding the proposed 2012 Budget was held on September 6, 2011. The operating budgets and Multiple Year Capital Plan for all City departments and funds were reviewed at the Budget Workshop held September 12, 2011.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance adopting the Budget for fiscal year 2012 for the Littleton/Englewood Wastewater Treatment Plant.

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 2012 Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

FINANCIAL IMPACT

The 2012 Littleton/Englewood Wastewater Treatment Plant Budget indicates a beginning funds available balance of \$115,674, total sources of funds of \$19,177,265 and total uses of funds of \$19,177,265, leaving the ending funds available balance at \$115,674.

The total appropriation (use of funds) for 2012 is \$19,177,265.

LIST OF ATTACHMENTS

Minutes of the 9-15-11 Wastewater Treatment Plant Supervisory Committee Meeting
Proposed bill for ordinance

MINUTES
SUPERVISORY COMMITTEE MEETING
September 15, 2011
9:00 a.m.

ATTENDING:

Jim Woods	Littleton City Manager
Charlie Blosten	Littleton Public Services Director
Gary Sears	Englewood City Manager
Rick Kahm	Englewood Public Works Director
Mark Wagner	Hill & Robbins, P.C.
Stu Fonda	Englewood Utilities Director
Dennis Stowe	Manager, L/E WWTP
Chong Woo	Project Engineer, L/E WWTP
Mary Gardner	Regulatory Compliance Administrator
Jonathan Bridges	Industrial Pretreatment Administrator
Jim Tallent	Operations Division Manager, L/E WWTP
Cindy Goodburn	Business Services Administrator
Phil Russell	Laboratory Services Administrator
Joe Payne	Maintenance Supervisor

GUESTS:	Kirk Petrik	Brown & Caldwell
	Scott Morse	Platte Canyon Water and Sanitation District

SECTION III - TOPICS FOR DISCUSSION AND OR ACTION

1. Flows and Loadings

Stu Fonda reported that the measured flow to the Littleton/Englewood WWTP averaged 21.6 mgd in August, which is a decrease of 0.9 from July. The measured flow split was 44.0 /56.0 between the cities of Littleton and Englewood.

ACTION TAKEN – None.

2. Compliance Reports

Stu Fonda reported that, in August, effluent quality had a 30-day average of 2 mg/L CBOD₅, 2 mg/L suspended solids, and 1.4 mg/L ammonia as nitrogen. All permit levels were met.

Mary Gardner reported no spills occurred at the Littleton/Englewood plant in August.

ACTION TAKEN – None.

3. Fiscal Management

Stu Fonda said that O & M expenditures, excluding capital, were \$7,544,539 through August, or 14.0 percent under the 2011 year-to-date budget. Year-to-date revenues, including industrial pretreatment and capital asset sales, equaled \$119,760 through August 2011.

ACTION TAKEN – None.

4. Industrial Pretreatment

Jon Bridges reported that no notices of violation (NOV) letters were issued during the month of August.

ACTION TAKEN – None.

5. Odor Reports

Jim Tallent reported that no odor reports were received at the Littleton/Englewood WWTP during the month of August.

ACTION TAKEN – None.

6. Beneficial Use Program Update

Jim Tallent announced that in August, the Water Environment Federation National Biosolids Partnership (NBP) representative visited Littleton/Englewood to conduct the first on-site visit. This visit is part of the NBP training program and is designed to assist the Littleton/Englewood's NBP implementation team in initial efforts to develop the Biosolids Management Program. Jim expects the certification to be in place sometime next year.

Jim briefly discussed the proposed AIMS lease for Beneficial Use trucks, as previously approved by the Supervisory Committee. That proposal has been pulled from the Council agenda for next Monday, to allow time for an in-depth financial analysis that examines all alternatives. It will be presented at next month's Supervisory Committee Meeting.

ACTION TAKEN – None.

7. Regulatory Programs – Status Report

Mary Gardner reminded the Committee of the need to seek party status for the Nutrient Regulation Hearing, March 12-13, 2012, which the Supervisory Committee had approved at the July Meeting; everyone was still in agreement. Mary, Dennis Stowe, and Stu Fonda can work with David Robbins on the best approach for Littleton/Englewood. Mary agreed to send emails periodically for Supervisory review and update. Gary Sears requested that both City Councils be notified when controversial issues appear in the media.

Mary reported that the Colorado Nutrient Coalition (CNC) is still waiting for a response from the Division on its two pages of questions. CDM's 300-page cost/benefit analysis has just been published. State-wide, the least stringent (tier 1) numbers (both nitrogen and phosphorus) resulted in a projected cost of \$2B; a bit more stringent technology-based numbers (tier 2) - \$8B; and the most restrictive option (tier 3) - \$25B.

Brown & Caldwell projected the following capital costs for L/E to comply with the Division's proposed tiered monthly effluent limits for total inorganic nitrogen and phosphorus: \$46 Million for tier 1, \$69.3 Million for tier 2, and \$321.1 Million for tier 3. The annual O&M cost estimates for L/E are \$4.6 Million for tier 1, \$5.5 Million for tier 2, and \$14.2 Million for tier 3.

Rick Kahm suggested that Mary work with Hill & Robbins to develop a plan for the best options and provide an overview of the issues to counter the Division's efforts at the March 2012 hearing on the Division's proposed nutrient limits. Mark Wagner noted that it will be necessary to develop and present expert written and oral testimony to controvert the Division's and their expert's evidence and cost/benefit analysis supporting the proposed nutrient standards. The Committee discussed working with the Freedom of Information Act to obtain that information. Mark suggested that, although a Colorado Open Records Act request may be appropriate, he believed that the most appropriate entity to file such a request was the CNC, through the attorneys representing the CNC, because of their ongoing involvement and familiarity with the status of the Division's proposal and the information that the Division may be withholding.

Mark said that it was his understanding that the CNC has not yet retained a technical expert to address the nutrient issue, which needs to happen quickly. After discussion, the Committee agreed to approve placing \$10,000 in an account to facilitate CNC's initial work on the preparation of a technical response. Mark indicated that David would be conducting the actual hearing presentation on behalf of Littleton/Englewood at the March rulemaking hearing on the proposed nutrient standards. Charlie requested that the Committee be kept up-to-date via emails on the progress made.

Dennis Stowe reported that the Division had withdrawn the original draft of Policy 96/ Design Criteria for Wastewater Treatment Plants, and a letter to the governor was not sent. The Division is working on a new document.

ACTION TAKEN – Gary Sears moved that the Supervisory Committee approve a contribution to the Colorado Nutrient Coalition of \$10,000 to facilitate a technical expert's work on a response to the nutrient issue. Jim Woods seconded the motion, and it carried unanimously.

8. Farm Site for Sale

Jim Tallent will present this item at the next Supervisory Committee Meeting.

ACTION TAKEN – None.

9. Building Needs Assessment

Bruce Lintjer of Lintjer + Haywood Architects presented the Building Needs Assessment Project Summary to the Supervisory Committee.

Gary Sears noted that it seemed a very traditional expansion proposal, based on an operation that most likely will not function the same way in ten years. After discussion, the committee generally agreed that, given the high cost of regulatory requirements and the uncertainty of future staffing and space needs, it would be better to address those issues at a later date, as they arise.

The Pretreatment trailer's temporary use permit expires the end of this year, and Committee members agreed to seek an extension from Community Development while a new trailer is built on-site.

The Committee also agreed to the remodeling of the front entrance of the building for security purposes (\$100,000). It appears as a line item in the plant's 2012 budget, and more detail can be provided at a later date.

ACTION TAKEN – None.

10. 2012 L/E WWTP Budget Summary

Stu Fonda said that the current draft of the 2012 budget differs from the previous draft with the inclusion of two furlough days for all staff, and the removal of construction costs for ultraviolet light disinfection and a building addition from the Littleton cost allocation. Englewood's allocation still shows 50% of the total project costs.

Charlie Blosten said that the building expansion costs will now come out of the 2012 plant budget totally. He also noted that UV costs have been taken out of the City of Littleton's budget, but can be left in the plant's budget. If it is decided after November to move forward with UV, Littleton would need a budget amendment ordinance to re-appropriate that money. The cost of the Pretreatment trailer can be added to the plant budget. The cost of the front entrance security modifications is already in the budget, subject to subsequent approval.

Gary Sears reported that Englewood City Council has now decided to include no furlough days in next year's budget.

ACTION TAKEN – The Committee agreed that the 2012 Proposed Littleton/Englewood WWTP Budget will be sent by both Cities for consideration by the Littleton and the Englewood City Councils.

11. Brown and Caldwell Report

Kirk Petrik will provide updated flow and loading graphs at next month's Supervisory Committee Meeting.

ACTION TAKEN – None.

12. Hill & Robbins Report

Mark Wagner has sent out the compliance advisory qualifications letter seeking confirmation from the Division that the Cities would qualify for 100% offset for supplemental environmental projects for the total amount of the assessed penalties (\$105,500). He is waiting for a response from the Division to that letter. Mark has received a draft of the consent order, which he previously sent to Committee members. He will work with staff on proposed revisions to the draft consent order and will request a meeting with Scott Klarich regarding the proposed revisions to the draft consent order.

Mark told the Committee that segment 14 was supposedly erroneously listed by the Division as impaired for aquatic life on the 303(d) list. and Steve Gunderson has indicated that it will be corrected in the Division's October 4 pre-hearing statement. Mark recommended filing a party status request to ensure that segment 14 is removed from the list.

ACTION TAKEN – Jim Woods moved that the Supervisory Committee authorize Hill & Robbins to file a party status request for Littleton/Englewood regarding the 303(d) listing of segment 14 as impaired for aquatic life. Charlie Blosten seconded the motion, and it carried unanimously.

Supervisory Committee Meeting
September 15, 2011
Page five

13. Schedule for the Next Supervisory Committee Meeting

The next Supervisory Committee meeting is scheduled for Thursday, October 20, 2011, 10:00 a.m., at the Littleton/Englewood Wastewater Treatment Plant.

Adjourned 10:45 a.m.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 62
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE ADOPTING THE BUDGET FOR THE LITTLETON/
ENGLEWOOD WASTEWATER TREATMENT PLANT FOR THE FISCAL
YEAR 2012.

WHEREAS, a public hearing on said budget was held by the City Council within three weeks after its submission on August 29, 2011. The hearing was held at the meeting of City Council on September 6, 2011, regular notice of the time and place of said hearing having been published within seven days after the submission of the budget in the manner provided in the Charter for the publication of an ordinance; and

WHEREAS, pursuant to the provisions of an agreement between the City of Littleton, Colorado, and the City of Englewood, Colorado, a budget for the fiscal year 2012 was reviewed by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and recommended it be submitted to the City Council at their meeting; held on September 15, 2011; 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 2012 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 2012, 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 2012, as follows:

Littleton/Englewood Wastewater Treatment Plant

Fund Balance – January 1, 2012	\$	115,674
Revenues	\$	19,177,265
Expenditures	\$	19,177,265
Fund Balance – December 31, 2012	\$	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 3rd day of October, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of October, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of October, 2011 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 3rd day of October, 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date October 3, 2011	Agenda Item 11 a vi	Subject Bill For An Ordinance Appropriating Funds For The Littleton/Englewood Wastewater Treatment Plant For Fiscal Year 2012
Initiated By Department of Finance and Administrative Services		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2012 budget process at the February 28, 2011 Study Session. Council and staff met again to discuss the 2012 Budget at the August 1, August 22, 2011 Study Sessions. Finance and Administrative Services provided Council with the 2012 Proposed Budget on August 25 and posted it on the City's website the following day. A public hearing regarding the proposed 2012 Budget was held on September 6, 2011. The operating budgets and Multiple Year Capital Plan for all City departments and funds were reviewed at the Budget Workshop held September 12, 2011.

RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance appropriating funds for fiscal year 2012 for the Littleton/Englewood Wastewater Treatment Plant.

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 2012 Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

FINANCIAL IMPACT

The 2012 Littleton/Englewood Wastewater Treatment Plant Budget indicates a beginning funds available balance of \$115,674, total sources of funds of \$19,177,265 and total uses of funds of at \$19,177,265 leaving the ending funds available balance at \$115,674.

The total appropriation (use of funds) for 2012 is \$19,177,265.

LIST OF ATTACHMENTS

Proposed bill for ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 63
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, 2012, AND ENDING DECEMBER 31, 2012, CONSTITUTING WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR THE FISCAL YEAR 2012.

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 recommended the submission of the following as the 2012 appropriations at their meeting held on September 15, 2011.

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, 2012, and ending December 31, 2012, the amounts hereinafter set forth for the object and purpose specified as follows:

Total Littleton/Englewood Wastewater Treatment Plant Fund	\$ 19,177,265
---	---------------

Introduced, read in full, and passed on first reading on the 3rd day of October, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of October, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of October, 2011 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 3rd day of October, 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date October 3, 2011	Agenda Item 11 a vii	Subject Bill For an Ordinance establishing the 2011 Mill Levy Collected in 2012
Initiated By Department Of Finance and Administrative Services		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council and staff began the 2012 budget process at the February 28, 2011 Study Session. Council and staff met again to discuss the 2012 Budget at the August 1, August 22, 2011 Study Sessions. Finance and Administrative Services provided Council with the 2012 Proposed Budget on August 25 and posted it on the City's website the following day. A public hearing regarding the proposed 2012 Budget was held on September 6, 2011. The operating budgets and Multiple Year Capital Plan for all City departments and funds were reviewed at the Budget Workshop held September 12, 2011.

RECOMMENDED ACTION

Staff recommends Council approve this bill for an ordinance establishing the 2011 mill levy to be collected in 2012.

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 2011 levy is certified to Arapahoe County by December 15, 2011 for collection in 2012.

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 2011 is \$493,456,670 compared to \$515,667,340 for 2010. The 2011 mill for General Fund operations is 5.880 mills and 1.741 mills for the General Obligation Bonds Debt Service Fund. The total mill levy is 7.621 for 2011 collected in 2012. The total amount budgeted for the General Fund is \$2,880,000 (net of uncollectibles, abatements, etc.). The amount budgeted for the General Obligation Bonds Debt Service Fund is \$850,000 (net of uncollectibles, abatements, etc.).

A homeowner with a \$200,000 dollar 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	1.741
Taxes Paid For General Obligation Bonds	\$27.72

Market Value	\$200,000
Assessment Ratio	7.621%
Assessed Value	\$15,920
Total Mill Levy	8.010
Total Taxes Paid To City Of Englewood	\$121.33

LIST OF ATTACHMENTS

Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 59
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 2011, due and payable as required by statute in the year 2012, a tax of 5.880 mills on the dollar for the General Fund of the City of Englewood, Colorado, and 1.741 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 3rd day of October, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of October, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of October, 2011 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 3rd day of October, 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: October 3, 2011	Agenda Item: 11 a viii	Subject: CDOT Traffic Safety And Enforcement Funding Application
Initiated By: Police Department		Staff Source: Jeff Sanchez, Deputy Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council adopted Ordinance No. 19 in May, 2011, authorizing the acceptance of traffic safety and enforcement grant funding from the Colorado Department of Transportation for the High Visibility Impaired Driving Enforcement Campaign, Motorcycle Awareness Training, and the Click it or Ticket program.

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance authorizing the Englewood Police Department to apply for and accept funding from the Colorado Department of Transportation (CDOT) for various projects related to traffic safety education and enforcement during calendar years 2011 and 2012.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Colorado Department of Transportation has solicited police departments throughout the State of Colorado, including the Englewood Police Department, to participate in traffic safety education and enforcement programs. CDOT often gives very little notice when they announce their safety campaigns; therefore this is a comprehensive request for all projects initiated in 2011 and 2012. The below programs were offered in 2011 and will likely be offered again in 2012.

1. High Visibility Impaired Driving Enforcement Campaign - \$4400
2. Motorcycle Awareness Training - \$747.19
3. Click it or Ticket - \$3000
4. Child Passenger Safety - \$500

FINANCIAL IMPACT

Overtime costs are reimbursed to the Englewood Police Department by CDOT.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance
Child Passenger Safety Campaign Announcement

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 69
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT REGARDING THE APPLICATION FOR AND THE ACCEPTANCE OF A COLORADO DEPARTMENT OF TRANSPORTATION GRANT AWARDED TO THE CITY OF ENGLEWOOD FOR THE CHILD PASSENGER SAFETY SEAT PROGRAM AND FOR VARIOUS PROJECTS RELATED TO TRAFFIC SAFETY EDUCATION AND ENFORCEMENT DURING CALENDAR YEARS 2011 AND 2012.

WHEREAS, the Colorado Department of Transportation (CDOT) has solicited city police departments throughout the State of Colorado, including the City of Englewood, to participate in traffic safety education and enforcement programs; and

WHEREAS, CDOT often gives little notice when they announce their safety campaigns; and

WHEREAS, the passage of this ordinance will authorize the City of Englewood to accept funding from the Colorado Department of Transportation (CDOT) for various projects related to traffic safety education and enforcement for all projects initiated in 2011 and 2012, which include the following:

High Visibility Impaired Driving Enforcement Campaign - \$4,400
Motorcycle Awareness Training - \$747.19
Click it or Ticket - \$3,000
Child Passenger Safety - \$500;

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 Colorado Department of Transportation Grant awarded to the City of Englewood for funding of various projects related to traffic safety education and enforcement during calendar years 2011 and 2012.

Section 2. The City Manager is hereby authorized to sign said CDOT grants awarded to the City of Englewood for and on behalf of the City of Englewood, Colorado for the calendar years 2011 and 2012.

Introduced, read in full, and passed on first reading on the 3rd day of October, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of October, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of October, 2011 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 3rd day of October, 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date October 3, 2011	Agenda Item 11 a ix	Subject: Intergovernmental Agreements between the City and Arapahoe County
INITIATED BY: Community Development Dept.		STAFF SOURCE: Janet Grimmett, Housing Finance Specialist

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council passed Ordinance No. 22, Series of 2009 relating to the participation in the Urban County Entitlement Program for CDBG and HOME funds for fiscal years 2010 through 2012; and also passed Resolution No. 79, Series of 2010 supporting the submission of applications for 2011 CDBG funding.

RECOMMENDED ACTION

Approve a Bill for an Ordinance authorizing the execution of two Intergovernmental Subgrantee Agreements between the Arapahoe Board of County Commissioners and the City of Englewood for the 2011 Arapahoe County Community Development Block Grant Program.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Federal Community Development Block Grant (CDBG) Program provides grants to units of local government and urban counties to meet housing and community development needs. The objective of the Program is achieved through projects developed by the local government that are designed to give priority to those activities that benefit low- and moderate-income families. Funds are allocated by statutory formula to each entitlement area. Arapahoe County is an approved entitlement area. The grant funds are distributed by Arapahoe County to each participating city within the county.

For FY2011, funds were approved to support the following projects:

\$125,000 for the Energy Efficient Englewood (E3) project to provide matching grants to fourteen low to moderate income homeowners for energy efficiency interior and exterior home improvements; and,

\$0 for the Housing Rehabilitation project to provide low interest loans and/or grants to income eligible homeowners for health and safety related home improvements using Program Income received previously for the project.

An additional \$25,000 of the City's allocation of CDBG funds was approved by Arapahoe County to support the House of Hope Staffing project. It was requested that Arapahoe County contract directly with Family Tree for the administration of the project.

FINANCIAL IMPACT

The existing employees in Community Development are available to administer the projects and their salaries and benefits are part of the City's contribution. The City will utilize a portion of the CDBG funding from the E3 Project (est. \$10,000) to partially offset the costs of those salaries and benefits.

LIST OF ATTACHMENTS

Bill for an Ordinance.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 70
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF TWO INTERGOVERNMENTAL SUBGRANTEE AGREEMENTS FOR 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BETWEEN THE ARAPAHOE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City Council of the City of Englewood approved the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County by passage of Ordinance No. 22, Series of 2009, covering the City's participation in the Arapahoe County CDBG Entitlement Program for funding years 2010 through 2012; and

WHEREAS, the Englewood City Council passed Resolution 79, Series of 2010, supporting Housing and Community Development that authorized submitting an application for 2011 CDBG funding; and

WHEREAS, the Energy Efficient Englewood Project has been categorized as a housing rehabilitation activity; and

WHEREAS, the Housing Rehabilitation Project has been categorized as a housing rehabilitation activity;

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

Section 1. The Subgrantee Agreement for Arapahoe County Community Development Block Grant Funds – Subgrantee: City of Englewood, Project Name: Energy Efficient Englewood (E3) Project Number: ENHS 1121, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Subgrantee Agreement for Arapahoe County Community Development Block Grant Funds – Subgrantee: City of Englewood, Project Name: Housing Rehabilitation Project Number: ENHS1122, attached hereto as Exhibit B, is hereby accepted and approved by the Englewood City Council.

Section 3. The Mayor is hereby authorized to sign said Agreements for and on behalf of the City of Englewood, Colorado.

Section 4. The City Manager shall be authorized to further extend the subgrantee agreements for the Arapahoe County Community Development Block Grant Program as needed.

Introduced, read in full, and passed on first reading on the 3rd day of October, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of October, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of October, 2011 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 3rd day of October, 2011.

Loucrishia A. Ellis

CSHC113714

EXHIBIT
A

**SUBGRANTEE AGREEMENT FOR
ARAPAHOE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**SUBGRANTEE: CITY OF ENGLEWOOD
PROJECT NAME: ENERGY EFFICIENT ENGLEWOOD (E3)
PROJECT NUMBER: ENHS 1121**

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and the City of Englewood (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

I. PURPOSE

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as the Energy Efficient Englewood (E3) (Project) has been categorized as a Housing Rehabilitation project and the SubGrantee will maintain documentation with the national objective of Low/Moderate Income Housing activities.

The SubGrantee may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County.

II. WORK TO BE COMPLETED BY THE SUBGRANTEE

The following provisions outline the scope of the work to be completed:

The SubGrantee will utilize CDBG funding to provide grants to fourteen (14) low to moderate income homeowners for energy efficiency interior and exterior home improvements. The intent of the project is to improve the energy efficiency of homes, with a focus on work items that qualify for federal tax credits or any other state or local rebate program, including, but not limited to Energy Star furnaces, water heaters, windows, doors, skylights, insulation, roofing, siding, evaporative coolers, and refrigerators. A maximum of \$8,000 will be granted per household and the grant requires a 20% match from the homeowner. If the homeowner does not have the required match, then the grant will be secured by a declining deed of trust recorded on the property that will be forgiven over a 48 month period.

A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed \$125,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance

criteria established in Section II-C. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the deadline in Section II. C. 3. below, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

B. Timeline

All Project activities will be completed, and draw requests submitted, by **July 31, 2012**. In the event that the completion deadline falls on a weekend or holiday, the deadline will be considered the work day prior to the scheduled completion date.

C. Performance Criteria

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project.

1. Quantifiable Goals:

The SubGrantee will utilize CDBG funding to provide grants to fourteen (14) low to moderate income homeowners for energy efficiency interior and exterior home improvements. The intent of the project is to improve the energy efficiency of homes with a focus on work items that qualify for federal tax credits or any other state or local rebate program, including, but not limited to Energy Star furnaces, water heaters, windows, doors, skylights, insulation, roofing, siding, evaporative coolers, and refrigerators. Grant funds may be used to correct identified eminent hazards and/or other health and safety issues which are needed to ensure the energy efficiency of the home. A maximum of \$8,000 will be granted per household and the grant requires a 20% match from the homeowner. If the homeowner does not have the required match, then the grant will be secured by a declining deed of trust recorded on the property that will be forgiven over a 48 month period.

An energy audit will be required of each home prior to the start of construction to determine the areas of greatest energy efficiency need. The energy audits will be paid through administrative funds. Construction funds will be disbursed to the homeowner as the work items are completed with reimbursement based on receipts for materials and labor expenses.

The SubGrantee will refer clients to the County's weatherization program for assistance, rather than provide a duplicate service. This referral will be documented and kept in the client file. In cases where appliances or systems are purchased or installed with funds covered under this grant, the appliances or systems must meet energy star standards.

All improvements funded under this grant are to be performed in accordance with applicable industry and local codes and standards, as well as the Americans with Disabilities Act.

Items will meet or exceed energy standards set forth at www.energystar.gov and or Xcel Energy. The homeowner will be instructed to meet these standards and provide evidence that work meets these standards i.e. Label off window, contractor's detailed invoice for boiler, hot water heater, etc.

All contractors, subcontractors and vendors paid through this grant must be checked against the federal excluded parties list to insure eligibility to receive federal funds. The SubGrantee is responsible for checking the list.

2. Community Impact:

Affordable housing – stability and housing quality

3. Monthly Performance Standards:

October 31, 2011:

Outreach and marketing
FFATA form due
Monthly Draw and Reporting Due by 20th

November 30, 2011:

Outreach and marketing
Monthly Draw and Reporting Due by 20th

December 31, 2011:

Provide services to approximately 1 unique household
Monthly Draw and Reporting Due by 20th

January 31, 2012:

Provide services to approximately 2 unique households
Monthly Draw and Reporting Due by 20th

February 29, 2012:

Provide services to approximately 2 unique households
Monthly Draw and Reporting Due by 20th

March 31, 2012:

Provide services to approximately 2 unique households
Monthly Draw and Reporting Due by 20th

April 30, 2012:

Provide services to approximately 2 unique households
Monthly Draw and Reporting Due by 20th

May 31, 2012:

Provide services to approximately 2 unique households
Monthly Draw and Reporting Due by 20th

June 30, 2012:

Provide services to approximately 2 unique households
Monthly Draw and Reporting Due by 20th

July 31, 2012:

Provide services to meet cumulative grant year goal of 14 households served
Monthly Draw and Reporting Due

D. Reporting Requirements

1. Project reports will be due within twenty days following the end of each calendar month until the Project is completed.
2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.

E. Labor Standards (Davis-Bacon)

Project activities do not require compliance with federal labor standards (Davis-Bacon) as it is exempt (i.e., public service activity, single family home rehabilitation, purchase of materials, or other activity that has been determined exempt from federal labor standards).

F. Lead Based Paint Regulations

If the activity involves any construction, demolition, rehabilitation, or any activity related to a building, and the building was built in 1978 or prior, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 570.608. If the SubGrantee does not follow and document Lead Based Paint Laws and Regulation compliance, the SubGrantee will not be eligible for reimbursement.

The "Protect Your Family from Lead in Your Home" pamphlet is to be provided to all homeowners, regardless of age of housing. Verification of notification is to be maintained in client files.

G. Environmental Review

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

H. Uniform Relocation Act (URA)

It has been determined that no action under the Uniform Relocation Act (URA) is necessary.

III. RESPONSIBILITIES OF THE SUBGRANTEE

A. Federal Compliance

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968;
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
11. Section 3 of the Housing and Urban Development Act of 1968;
12. Non-discrimination in employment, established by Executive Order 11246;
13. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;

14. Audit requirements established in OMB Circular A-133; and
15. Cost principles established in OMB Circulars A-87 and A-122.
16. Conflict of Interest:

- (a) Applicability. In the procurement of property and services by participating jurisdiction, State recipients, and subrecipients, the conflict of interest provision in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
- (b) Conflicts prohibited. No persons described in paragraph (c) of this section who exercise or who have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving CDBG funds.
- (d) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the CDBG Investment Partnership Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:
 - (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - (2) An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exemption is sought would not violate State or local law.
- (e) Factors to be considered for exemption. In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:
 - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 - (2) Whether the person affected is a member of a group or class of low income persons intended to be the beneficiaries of the assisted activity and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

- (3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;
 - (5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (6) Any other relevant considerations.
- (f) Owners and Developers.
- (1) No owner, developer or sponsor of a project assisted with CDBG funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a CDBG-assisted affordable housing unit in a project. This provision does not apply to an individual who receives CDBG funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
 - (2) Exceptions. Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f) (1) of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the CDBG program and the effective and efficient administration of the owner's or developer's CDBG-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:
 - (i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provide to the group or class;
 - (ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;
 - (iii) Whether the tenant protection requirements of Sec. 92.253 are being observed;
 - (iv) Whether the affirmative marketing requirements of Sec. 92.351 are being observed and followed; and
 - (v) Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

Additionally, in accordance with 24 CFR Part 570, no employee, official, agent or consultant of the SubGrantee shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

17. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

B. Non-Appropriations Clause

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

C. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

D. Agreement Changes

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

E. Direct Project Supervision and Administration

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its projects or activities, the County shall not be liable or responsible for cost overruns by the SubGrantee on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the SubGrantee if its projects or activities cannot be completed with the funds allocated by the County to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.
2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

F. Indemnity

To the extent allowed by law, the SubGrantee shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorneys fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of SubGrantee, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the performance of this contract.

G. Bonding and Insurance

If the SubGrantee's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the SubGrantee of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit. Coverage to include:
 - a. Premises Operations
 - b. Products/Completed Operations
 - c. Broad Form Contractual Liability
 - d. Independent Contractors
 - e. Broad Form Property Damage
 - f. Employees as Additional Insured
 - g. Personal Injury
 - h. Arapahoe County and the SubGrantee as Additional Named Insured
 - i. Waiver of Subrogation
2. Comprehensive Automobile Liability: In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
 - a. Arapahoe County and the SubGrantee as additional Named Insured
 - b. Waiver of Subrogation
3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.

4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
 - a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
 - b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
 - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
 - d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.
6. Notwithstanding the provisions contained in this paragraph (G) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$100,000):

1. A bid guarantee from each bidder equivalent to 5% of the bid price;
2. A performance bond on the part of the contractor for 100% of the contract price; and
3. A payment bond on the part of the contractor for 100% of the contract price.

H. Records

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the

term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

I. Reporting

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

J. Timeliness

The SubGrantee shall comply with the monthly performance standards established in Section II-C of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

K. Reimbursement for Expenses

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

L. Program Income

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be retained by the SubGrantee and will be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

M. Real Property

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Sections I and II of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

N. State and County Law Compliance

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State statutes and County ordinances, resolutions, rules, and regulations.

O. Subcontracts

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

P. Suspension or Termination

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

Q. In the event that the Unit of General Local Government should withdraw the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

R. The SubGrantee certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

S. Disallowance

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

T. Verification of Lawful Presence

The SubGrantee shall be responsible for ensuring compliance with C.R.S. Section 24-76.5-103 by verifying the lawful presence of all persons eighteen years of age or older who apply for any benefits funded in whole or in part by the grant funds that are the subject of this Agreement.

SubGrantee shall verify lawful presence in the manner required by the statute, and shall provide proof of compliance upon the request of the County.

IV. RESPONSIBILITIES OF THE COUNTY

A. Administrative Control

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

C. Reporting to HUD

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

V. EXTENT OF THE AGREEMENT

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

VI. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County: Arapahoe County Attorney
 5334 S. Prince Street
 Littleton, CO 80166

and

Arapahoe County Housing and Community Development Services
1690 W. Littleton Blvd., #300
Littleton, CO 80120-2069

To the SubGrantee: City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

In Witness Whereof, the Parties have caused this Agreement to be duly executed this _____ day
of _____, 2011.

SubGrantee: City of Englewood

Signature James K. Woodward

Mayor
Title

Board of County Commissioners
Arapahoe County, Colorado

Don Klemme on behalf of the Board of County Commissioners
Pursuant to Resolution #110143

PROJECT BUDGET

COLUMN A	COLUMN B	COLUMN C	COLUMN D
Project Activities (specify by line item)	Estimated Total Cost of Activity	CDBG Funds	Other Funds Committed
Project administration, including personnel costs, Lead Based Paint testing costs, and Energy Audit costs	\$44,200	\$13,000	\$31,200
Grants for Energy Efficiency	\$140,000	\$112,000	\$28,000
TOTAL:	\$184,200	\$125,000	\$59,200

ENERGY EFFICIENT ENGLEWOOD (E³) Program Guidelines

I. Purpose

The intent of the project is to improve the energy and water efficiency of owner-occupied Englewood homes with a focus on items that are Energy Star rated and/or qualify for federal tax credits or any other state or local rebate programs if available, including but not limited to appliances, furnaces, water heaters, windows, doors, skylights, insulation, roofing, evaporative coolers, insulated siding, etc. Grant funds may be used to correct identified eminent hazards and/or other health and safety issues which are needed to ensure the energy efficiency of the home. A maximum of \$8,000 is granted per household and requires a 20% match from the homeowner. If the homeowner does not have the required match, then the grant will be secured by a declining Deed of Trust recorded on the property which will be forgiven over a 48-month period.

II. Procedures

1. Letter with application and Affidavit of Residency mailed to homeowner requesting following documentation:
 - Income verification for all household members over 18 (e.g. two current wage stubs, current 1040 Income Tax forms, award letters from Social Security, VA, Worker's Compensation, SSI, OAP, etc.)
 - Bank statements for the previous two months.
 - Deed of Trust, Warranty Deed, Quit Claim Deed showing current ownership
 - Current homeowner's insurance policy showing coverage
 - Current property tax statement from Arapahoe County
 - Divorce papers verifying the amount of child support or alimony being received (if applicable)
2. Schedule interview with homeowner.
3. At interview obtain signed application, Affidavit of Residency, and driver's license for all persons 18 and older living in the home. Provide homeowner with "Renovate Right Important Lead Hazard Information" and obtain homeowner signature that booklet was received. If a match is required and homeowner does not have funds for the match, offer homeowner a declining Deed of Trust recorded on the property which will be forgiven over a 48-month period. If a declining Deed of Trust is recorded against the property, applicant shall be instructed to return any received rebates to the City of Englewood. Rebate funds received by the City of Englewood shall be Program Income.

4. Once income eligibility is determined, mail homeowner letter informing them of acceptance into the program. Direct them to obtain Xcel Energy Blower Door Audit. Audit may be reimbursed to homeowner or paid directly to Xcel. Xcel invoice showing audit is required for direct payment. Xcel invoice showing audit and proof of payment by homeowner is required for reimbursing homeowner.
5. Contact Arapahoe County Weatherization to determine if applicant has received previous weatherization services and items corrected. If eligible, refer applicant to Arapahoe County Weatherization program.
6. Conduct environmental assessment.
7. Energy Audit is used as a general guide for work to be completed to make the home more energy and water efficient.
8. If an issue is discovered that needs to be resolved prior to providing Energy Efficiency services, such as but not limited to, electrical hazards or plumbing or roof leaks, funds may be used to correct the issue before proceeding with approved work items.
9. Homeowner selects company/individual to conduct work or purchase materials. Company name and/or individual name is matched against the Federal Excluded Party List System to insure eligibility to receive federal funds. This is completed before any work begins. Once cleared the homeowner is instructed to proceed and to ensure appropriate permits are obtained, if required, by the Englewood Building and Safety Division.
10. Payment may be made either directly to homeowner, upon receipt of paid invoices, or paid directly to company/individual. Reimbursement is 80% of the total invoice when a 20% match is required. Copies of checks and invoices are placed in file.
11. Items will meet or exceed energy standards set forth at www.energystar.gov.
12. Upon completion of all work, final lead based clearance test is performed by a Lead Based Paint Certified contractor.

Lead-Based Paint Policy

Applicants with properties constructed within the City of Englewood prior to 1978 will receive the booklet "Renovate Right". This booklet details Lead-Based paint hazards and what to expect from their contractor. At the back of the booklet is a confirmation signature page that the applicant must sign stating that they have received a copy of the booklet. This signature page will be retained in each applicant's file.

The Housing Construction Specialist (HCS) will perform a lead-based paint evaluation prior to any work starting. If lead-based paint issues are found, the HCS will determine the required actions and estimate costs to determine whether the project is suitable for rehabilitation within the constraints of the Program. This is required through the HUD regulations found in 24 CFR Part 35. All federal and state laws must be followed. All documents pertaining to the evaluation, testing results and assessments will be retained in the applicant's file.

Language on application:

LEAD-BASE PAINT

Contractor certifies that only lead-free paint will be used. If it is determined that lead-base paint exists in a hazardous form or location, Contractor/Owner must cover all areas involved with a lead-free paint.

LEAD SAFE WORK PRACTICES

On all work items flagged as "Interim Controls" or as requiring "lead safe work practices", workers must use lead safe work practices per 24CFR 35.1350. These practices are represented in the "Lead Safety Field Guide" (*Lead Paint Safety: A Field Guide for Painting, Home Maintenance, and Renovation Work*) published by HUD-1779-LHC, March 2001 or any HUD-approved Lead Safe Work Practices class. Work disturbing lead-based paint is not considered complete until clearance, if required, is achieved.

INTERIM CONTROLS

All persons carrying out activities flagged as "interim Controls" or as required "lead safe work practices" must either be supervised by an EPA abatement supervisor or provide proof of completion of HUD-approved worker training course in lead safe work practices prior to start of work.

Attachment "C"
To Sub-Recipient Agreement between
Arapahoe County Government
And

City of Englewood

Project Number ENHS 1121

The Federal Funding Accountability and Transparency Act (FFATA) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all Federal spending awards. As part of this, Arapahoe County Housing and Community Development is requiring all agencies that meet the following thresholds to report:

DUNS Number (required regardless of the size of agency or award) _____

If your agency or organization:

- 1) had a gross income, from all sources, over \$300,000 in Agency's previous tax year, **or**
- 2) your agency or organization receives more than 80% of annual gross revenues from the Federal government and those revenues are greater than \$25 million annually, **and**
- 3) Your agency or organization is receiving an award of \$25,000 or more, **and**
- 4) compensation information of your five top senior executives is not available to the general public;

then you must provide the total compensation and names of your top five executives below.

1) _____ Name, please print	_____ Annual Salary
2) _____ Name, please print	_____ Annual Salary
3) _____ Name, please print	_____ Annual Salary
4) _____ Name, please print	_____ Annual Salary
5) _____ Name, please print	_____ Annual Salary

Please check this box if you do not meet any of the thresholds noted above.

I certify that the information reported in this form is in compliance with the False Claims Act (U.S. Code Collection, title 31, Subtitle III, Chapter 37, Subchapter III § 3729). I understand that any person who knowingly makes a false or fraudulent claim for payment or approval, may be liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000 plus three (3) times the amount of damages which the Government sustains.

Signature: _____ **Date:** _____

Title: _____

CSA0113681

**SUBGRANTEE AGREEMENT FOR
ARAPAHOE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**SUBGRANTEE: CITY OF ENGLEWOOD
PROJECT NAME: HOUSING REHABILITATION
PROJECT NUMBER: ENHS 1122**

**EXHIBIT
B**

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and the City of Englewood (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

I. PURPOSE

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as the Housing Rehabilitation Project (Project) has been categorized as a Single Family Housing Rehabilitation project and the SubGrantee will maintain documentation with the national objective of Low/Moderate Income Housing activities.

The SubGrantee previously received CDBG funds for the Project and is now receiving Program Income from the Project. The County agrees to allow SubGrantee to continue to use the Program Income received for the continuation of the Housing Rehabilitation Project.

II. WORK TO BE COMPLETED BY THE SUBGRANTEE

The following provisions outline the scope of the work to be completed:

The SubGrantee will use Program Income to provide low interest loans and/or grants to income eligible homeowners for health and safety related home improvements. Typical improvements may include (but are not necessarily limited to) plumbing, electrical systems, roofs, and HVAC work.

A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed \$0.00. Payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Section II-C. The parties expressly recognize that the SubGrantee is to reuse Program Income

funds generated from previous years CDBG rehab loan activities, and that it is at the discretion of the County to allow reuse. In addition, reuse is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

B. Timeline

All Project activities will be completed by **April 30, 2012** unless this Agreement is modified by mutual agreement of the County and SubGrantee.

C. Performance Criteria

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project.

1. Quantifiable Goals:

The SubGrantee will provide four or more home improvement loans or grants to income eligible Englewood homeowners. All improvements funded under this grant are to be performed in compliance with applicable local or industry codes and standards.

2. Community Impact:

Affordable housing – stability and housing quality

3. Quarterly Performance Standards:

September 30, 2011:

Market program, interview potential clients

October 31, 2011:

Provide one (1) rehabilitation loan/grant
Monthly Draw and Reporting Due by 20th

November 30, 2011:

Monthly Draw and Reporting Due by 20th

December 31, 2011:

Provide one (1) rehabilitation loan/grant
Monthly Draw and Reporting Due by 20th

January 31, 2012:

Provide one (1) rehabilitation loan/grant
Monthly Draw and Reporting Due by 20th

February 29, 2012:

Monthly Draw and Reporting Due by 20th

March 31, 2012:

Provide one (1) rehabilitation loan/grant
Monthly Draw and Reporting Due by 20th

April 30, 2012:

Provide services to meet cumulative grant year goal of 4 households served
Complete all renovations funded by project
Submit final drawdown and completion report to County

D. Reporting Requirements

1. Project reports will be due by the 20th of the following month until the Project is completed.
2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually.

E. Labor Standards (Davis-Bacon)

Project activities do not require compliance with federal labor standards (Davis-Bacon) as it is exempt (i.e., public service activity, single family home rehabilitation, purchase of materials, or other activity that has been determined exempt from federal labor standards).

F. Lead Based Paint Regulations

If the activity involves any construction, demolition, rehabilitation, or any activity related to a building, and the building was built in 1978 or prior, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 570.608. If the SubGrantee does not follow and document Lead Based Paint Laws and Regulation compliance, the SubGrantee will not be eligible for reimbursement.

The "Protect Your Family from Lead in Your Home" pamphlet is to be provided to all homeowners, regardless of age of housing. Verification of notification is to be maintained in client files.

G. Environmental Review

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

H. Uniform Relocation Act (URA)

It has been determined that no action under the Uniform Relocation Act (URA) is necessary.

III. RESPONSIBILITIES OF THE SUBGRANTEE

A. Federal Compliance

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968;
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
11. Section 3 of the Housing and Urban Development Act of 1968;
12. Non-discrimination in employment, established by Executive Order 11246;
13. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
14. Audit requirements established in OMB Circular A-133; and
15. Cost principles established in OMB Circulars A-87 and A-122.
16. Conflict of Interest;

- (a) Applicability. In the procurement of property and services by participating jurisdiction, State recipients, and subrecipients, the conflict of interest provision in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
- (b) Conflicts prohibited. No persons described in paragraph (c) of this section who exercise or who have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving CDBG funds.
- (d) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the CDBG Investment Partnership Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:
- (1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - (2) An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exemption is sought would not violate State or local law.
- (e) Factors to be considered for exemption. In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:
- (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;
 - (2) Whether the person affected is a member of a group or class of low income persons intended to be the beneficiaries of the assisted activity and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - (3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

- (5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (6) Any other relevant considerations.
- (f) Owners and Developers.
- (1) No owner, developer or sponsor of a project assisted with CDBG funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a CDBG-assisted affordable housing unit in a project. This provision does not apply to an individual who receives CDBG funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
 - (2) Exceptions. Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f) (1) of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the CDBG program and the effective and efficient administration of the owner's or developer's CDBG-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:
 - (i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provide to the group or class;
 - (ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;
 - (iii) Whether the tenant protection requirements of Sec. 92.253 are being observed;
 - (iv) Whether the affirmative marketing requirements of Sec. 92.351 are being observed and followed; and
 - (v) Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

Additionally, in accordance with 24 CFR Part 570, no employee, official, agent or consultant of the SubGrantee shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

17. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

B. Non-Appropriations Clause

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

C. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

D. Agreement Changes

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

E. Direct Project Supervision and Administration

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its projects or activities, the County shall not be liable or responsible for cost overruns by the SubGrantee on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the SubGrantee if its projects or activities cannot be completed with the funds allocated by the County to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.
2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

F. Indemnity

To the extent allowed by law, the SubGrantee shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorneys fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of SubGrantee, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the performance of this contract.

G. Bonding and Insurance

If the SubGrantee's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the SubGrantee of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit. Coverage to include:
 - a. Premises Operations
 - b. Products/Completed Operations
 - c. Broad Form Contractual Liability
 - d. Independent Contractors
 - e. Broad Form Property Damage
 - f. Employees as Additional Insured
 - g. Personal Injury
 - h. Arapahoe County and the SubGrantee as Additional Named Insured
 - i. Waiver of Subrogation
2. Comprehensive Automobile Liability: In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
 - a. Arapahoe County and the SubGrantee as additional Named Insured
 - b. Waiver of Subrogation
3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.
4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
 - a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.

- b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
 - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
 - d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.
6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$100,000):

1. A bid guarantee from each bidder equivalent to 5% of the bid price;
2. A performance bond on the part of the contractor for 100% of the contract price; and
3. A payment bond on the part of the contractor for 100% of the contract price.

H. Records

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

I. Reporting

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

J. Timeliness

The SubGrantee shall comply with the monthly performance standards established in Section II-C of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

K. Reimbursement for Expenses

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

L. Program Income

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be retained by the SubGrantee and will be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

M. Real Property

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Sections I and II of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

N. State and County Law Compliance

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State statutes and County ordinances, resolutions, rules, and regulations.

O. Subcontracts

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

P. Suspension or Termination

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

Q. In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

R. The SubGrantee certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

S. Disallowance

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

T. Verification of Lawful Presence

The SubGrantee shall be responsible for ensuring compliance with C.R.S. Section 24-76.5-103 by verifying the lawful presence of all persons eighteen years of age or older who apply for any benefits funded in whole or in part by the grant funds that are the subject of this Agreement. SubGrantee shall verify lawful presence in the manner required by the statute, and shall provide proof of compliance upon the request of the County.

IV. RESPONSIBILITIES OF THE COUNTY

A. Administrative Control

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

C. Reporting to HUD

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

V. EXTENT OF THE AGREEMENT

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

VI. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County: Arapahoe County Attorney
 5334 S. Prince Street
 Littleton, CO 80166

and

Arapahoe County Housing and Community Development Services
1690 W. Littleton Blvd., #300
Littleton, CO 80120-2069

To the SubGrantee: City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

In Witness Whereof, the Parties have caused this Agreement to be duly executed this _____ day
of _____, 2011.

SubGrantee: City of Englewood

Signature James K. Woodward

Mayor

Title

Board of County Commissioners
Arapahoe County, Colorado

Don Klemme on behalf of the Board of County Commissioners
Pursuant to Resolution #110143

PROJECT BUDGET

COLUMN A	COLUMN B	COLUMN C	COLUMN D
Project Activities (specify by line item)	Estimated Total Cost of Activity	CDBG Funds	Other Funds Committed
Rehab administration	\$50,000	\$5,000	\$45,000
Project Rehab expenses	\$70,000	\$45,000	\$25,000
TOTAL:	\$120,000	\$50,000	\$70,000

COUNCIL COMMUNICATION

Date October 3, 2011	Agenda Item 11 a x	Subject Amended Ordinance for Sewer Connection Fee Revisions
INITIATED BY Utilities Department		STAFF SOURCE Stewart H. Fonda, Director of Utilities

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council Bill No. 57 passed on first reading by City Council on September 19, 2011.

RECOMMENDED ACTION

The Utilities staff recommends Council approval of the amended Council Bill No. 57 for the Ordinance for Sewer Connection Fee Revisions. The Englewood Water and Sewer Board recommended Council approval of the original ordinance at their April 12, 2011 meeting.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Council Bill No. 57 was approved on first reading Sept. 19, 2011. Staff subsequently found an error of a sentence that should have been deleted. The attached ordinance has been amended to reflect this revision. The sentence was deleted under the section, Multi-Family and Mobile Home Development Sewer System Connection and Collection System Surcharge Fees that states, "If the collection system surcharge established by the water meter size from the above surcharge schedule is greater than the fee of five hundred dollars (\$500.00) per dwelling unit, the greater fee shall be charged."

FINANCIAL IMPACT

N/A

LIST OF ATTACHMENTS

Revised Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 57
INTRODUCED BY COUNCIL
MEMBER MCCASLIN

A BILL FOR

AN ORDINANCE AMENDING TITLE 12, CHAPTER 2, RELATING TO SEWER
CONNECTION AND COLLECTION SYSTEM FEES

WHEREAS, 31-35-402 C.R.S. authorizes any municipality to operate and maintain sewer facilities within and outside of the municipality; and

WHEREAS, the Englewood Home Rule Charter Sections 121, 122 and 125, require City Council to set sewer services by Ordinance; and

WHEREAS, the sewer connection fees were last reviewed in 1983; and

WHEREAS, Red Oak Consulting was asked to complete a study to update the City's connection and collection system fees which may be based on the current value of the sewer plant and system, the operating cost of the sewer plant and system or the replacement cost of the City's sewer plant and system; and

WHEREAS, the Englewood Water and Sewer Board determined that the replacement cost was the preferred basis for the calculation of connection and collection system fees because it most accurately reflected the value of the system; and

WHEREAS, the Englewood Water and Sewer Board recommended this proposed fee schedule at its May 10, 2011 meeting;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 12, Chapter 2, Section 8, of the Englewood Municipal Code 2000, to read as follows:

12-2-8: Sewer ~~Tap~~ Connection and Collection Fees.

A. A sewer ~~tap~~ connection permit for a single-family, residential, and/or commercial and/or an industrial user shall remain in effect until terminated by the City.

B. At the time of filing the application, sewer ~~tap~~ connection fees shall be paid in accordance with the following schedules:

Water Meter Size	Sewer Tap
¾" or less	\$ 1,400.00
1"	\$ 2,333.00
1½"	\$ 4,667.00
2"	\$ 7,467.00

3"	\$ 14,932.00
4"	\$ 23,332.00
6"	\$ 46,667.00
8"	\$ 74,667.00
10"	\$107,332.00

~~For multi-family units, and mobile home courts, the total tap fee shall not be less than one thousand four hundred dollars (\$1,400.00) per dwelling unit. For hotels and motels, the tap fee shall be seventy five percent (75%) of the tap fee as set forth in this section. If the fee determined by the water meter size from the above schedule is greater than the fee determined by the minimum charge of one thousand four hundred dollars (\$1,400.00) per unit, then the greater fee, as determined by meter size, shall prevail.~~

~~C. 1. At the time of filing an application for a sewer tap connection permit, sewer tap connection fees for the following properties shall be increased by the addition of a collection system surcharge to the sewer tap connection fees established by subsection A of this section according to the established surcharge schedule:~~

- ~~1. a. Properties within the City which are not in an established sanitation district.~~
- ~~2. b. Properties outside the City which are tributary to the Northeast Englewood Relief Sewer System which are not exempted by agreement from sewer tap connection surcharge~~

~~The established sewer tap fee surcharge is:~~

Water Meter Size Sewer-	Tap Fee
¾"	\$ 500.00
1"	833.00
1½"	1,667.00
2"	2,667.00
3"	5,333.00
4"	8,333.00
6"	16,667.00
8"	26,667.00
10"	38,333.00

SINGLE USE SEWER CONNECTION AND COLLECTION SURCHARGE FEES

<u>Water Meter Size</u>	<u>Sewer Tap Connection Fee</u>	<u>Collection Surcharge Fee</u>
¾" or less	\$ 1,400.00	\$ 1,200.00
1"	\$ 2,333.00	\$ 2,000.00
1½"	\$ 4,667.00	\$ 4,000.00
2"	\$ 7,467.00	\$ 6,400.00
3"	\$ 14,932.00	\$12,800.00
4"	\$ 23,332.00	\$20,000.00
6"	\$ 46,667.00	\$48,000.00
8"	\$ 74,667.00	\$
10"	\$107,332.00	\$

For multi family units, and mobile home courts, the total tap fee shall not be less than one thousand four hundred dollars (\$1,400.00) per dwelling unit. For hotels and motels, the tap fee shall be seventy-five percent (75%) of the tap fee as set forth in this section. If the fee determined by the water meter size from the above schedule is greater than the fee determined by the minimum charge of one thousand four hundred dollars (\$1,400.00) per unit, then the greater fee, as determined by meter size, shall prevail.

**MULTI-FAMILY AND MOBILE HOME DEVELOPMENT SEWER SYSTEM
CONNECTION AND COLLECTION SYSTEM SURCHARGE FEES**

The sewer connection and collection system surcharge fees for Multi-Family Residential properties consists of the greater of:

- 1) The sum of a base fee per connection and a three-tier dwelling unit fee based on the number of dwelling units.

Or

- 2) The meter sized based connection fee.

	<u>Connection Fee</u>	<u>Collection System Surcharge</u>
<u>Base Fee</u>	<u>\$ 845.00</u>	<u>\$ 720.00</u>
<u>Dwelling Unit Fee (per dwelling unit)</u>		
<u>First 12 units</u>	<u>\$ 185.00</u>	<u>\$ 160.00</u>
<u>Next 22 units</u>	<u>\$ 150.00</u>	<u>\$ 125.00</u>
<u>Over 34 units</u>	<u>\$ 85.00</u>	<u>\$ 75.50</u>

~~For multi family units, mobile home courts and other multiple dwelling units, the sewer tap fee surcharge shall not be less than five hundred dollars (\$500.00) per dwelling unit. For hotels and motels, the tap connection fee shall be seventy-five percent (75%) of the tap connection fee as set forth in this section. If the collection system surcharge established by the water meter size from the above surcharge schedule is greater than the fee of five hundred dollars (\$500.00) per dwelling unit, the greater fee shall be charged.~~

**Mixed Use Residential and Commercial Sanitary Sewer Connection and
Collection System Surcharge Fees**

Mixed use Residential and Commercial Sewer Connection and Collection system fees consist of the greater of:

- 1) The sum of a base fee per connection, plus the per residential dwelling unit fee, plus a per commercial fixture unit fee based on the number of fixture units.

OR

- 2) The meter sized based connection fee.

MULTIFAMILY SEWER CONNECTION FEES

	<u>Connection fee</u>	<u>Collection system fee</u>
<u>Base Fee</u>	<u>\$845.00</u>	<u>\$720.00</u>
<u>Dwelling Unit Fee</u> <u>(per dwelling unit)</u>		
<u>First 12 units</u>	<u>\$185.00</u>	<u>\$160.00</u>
<u>Next 22 units</u>	<u>\$150.00</u>	<u>\$125.00</u>
<u>Over 34 units</u>	<u>\$ 85.00</u>	<u>\$ 75.00</u>

COMMERCIAL MIXED USE SEWER CONNECTION FEES

	<u>Connection fee</u>	<u>Collection system fee</u>
<u>First 125 fixture units</u>	<u>\$27.00</u>	<u>\$23.00</u>
<u>Next 250 fixture units</u>	<u>\$11.00</u>	<u>\$10.00</u>
<u>Over 375 fixture units</u>	<u>\$ 9.00</u>	<u>\$ 7.00</u>

2. Properties that connect to the Big Dry Creek interceptor system shall pay a sewer ~~tap~~ connection surcharge fee in the sum of ~~three-one~~ hundred dollars (~~\$300.00~~) (\$100.00) per single-family residential equivalent ~~tap~~ connection in addition to all other charges.

- D. ~~C.~~ The actual cost of any sewer main extension shall be recorded in the utilities office. Where such cost has not been paid, it shall be added to the plant assessment fee to arrive at a total amount due. New sewer extension costs shall include the actual cost of construction plus ten percent (10%) to defray costs of engineering. The total costs shall be assessed in proportion to the front footage of the property served.
- E. ~~D.~~ Where a proposed ~~tap~~ connection will serve property for which a previous assessment has been paid, the previous ~~tap~~ connection fee shall be credited against the current ~~tap~~ connection fee in calculating the balance of the fee due.
- F. ~~E.~~ Nothing in this section shall be construed to alter the rates or terms contained in the connector's agreements heretofore existing between the City of Englewood and sanitation districts.
- G. ~~F.~~ No ~~tap~~ connection shall be made to the POTW without payment of the ~~tap~~ connection fees. Failure to pay fees before tapping to the POTW shall result in ~~tap~~ connection fees being doubled. Any fee or charge not paid shall constitute a lien on the subject property and be collected like taxes.

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

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

Introduced, read in full, and passed on first reading on the 19th day of September, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of September, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of September, 2011 for thirty (30) days.

Reintroduced, amended, read in full as amended on first reading on the 3rd day of October, 2011.

Published by Title as an amended Bill for an Ordinance in the City's official newspaper on the 7th day of October, 2011.

Published as an amended Bill for an Ordinance on the City's official website beginning on the 5th day of October, 2011 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 an amended Bill for an Ordinance, introduced, read in full, and passed on first reading on the 3rd day of October, 2011.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2011

COUNCIL BILL NO. 54
 INTRODUCED BY COUNCIL
 MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 16, CHAPTER 2, SECTIONS 2, 3, AND 7, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO PUBLIC NOTICE REQUIRED FOR PLANNED UNIT DEVELOPMENTS.

WHEREAS, City Council wished to review the required notification area for Planned Unit Developments (PUDs) and the time between the required pre-application neighborhood meeting and the Englewood Planning and Zoning Commission public hearing; and

WHEREAS, the Englewood Planning and Zoning Commission reviewed the issues and made recommendations which shorten the notification date, clarify that the notice is to be sent to the owner of record but keep the current 500 feet notification radius at their August 2, 2011 meeting;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 2, Section 2, of the Englewood Municipal Code 2000, to read as follows:

16-2-2: Summary Table of Administrative and Review Roles.

The following table summarizes the review and decision-making responsibilities of the entities that have specific roles in the administration of the procedures set forth in this Chapter. For purposes of this table, an "(Approval) Lapsing Period" refers to the total time from the application's approval that an applicant has to proceed with, and often complete, the approved action. Failure to take the required action within the specified "lapsing period" will automatically void the approval. See Section 16-2-3.L EMC, "Lapse of Approval," below.

TABLE 16-2-2.1: SUMMARY OF DEVELOPMENT REVIEW AND DECISION-MAKING PROCEDURES										
Procedure	Section Ref.	Pre-App. Mtg. Req'd	Review (R) Decision-Making (D) or Appeal (A) Bodies				Notice Required¹			Lapsing Period
			CM/D	PC	CC	BAA	Pub	Mail	Post	
Adaptive Reuse of Designated Historical Buildings	16-5-3	✓	R	R	D		✓		✓	None
Administrative Adjustments	16-2-17	✓	D			A				None
Administrative Land Review Permit	16-2-11	✓	D	A						60 days to record
Amendments to the Text of this Title	16-2-6		R	R	D		✓			None

TABLE 16-2-2.1: SUMMARY OF DEVELOPMENT REVIEW AND DECISION-MAKING PROCEDURES

Procedure	Section Ref.	Pre-App. Mtg. Req'd	Review (R) Decision-Making (D) or Appeal (A) Bodies				Notice Required ¹			Lapsing Period
			CM/D	PC	CC	BAA	Pub	Mail	Post	
			Annexation Petitions	16-2-5	✓	R	R	D		
Appeals to Board	16-2-18	✓				D	✓			None
Comprehensive Plan Amendments	16-2-4		R	R	D		✓			None
Conditional Use Permits	16-2-12	✓	R	D	A		✓		✓	1 year
Conditional Use – Telecommunication	16-7	✓	R	D	A		✓	✓	✓	None
Development Agreements	16-2-15		R		D					As stated in Agreement
Flood Plain Dev't. Permit and Flood Plain Variances	See Chapter 16-4 for applicable procedures and standards									
Historic Preservation	16-6-11	✓	R	R	D		✓		✓	None
Limited Review Use Permits	16-2-13	✓	D	A						1 year
Major Subdivisions	16-2-10									
Preliminary Plat		✓	R	R	D		✓	✓	✓	6 months to submit Final Plat
Final Plat			R	R	D		✓	✓	✓	60 days to record
Simultaneous Review Preliminary Plat/Final Plat Recorded Final Plat		✓	R	R	D		✓	✓	✓	60 days to record
Minor Subdivision	16-2-11									
Preliminary Plat		✓	D	A						6 months to submit Final Plat
Final Plat			D	A						60 days to record
Recorded Final Plat										None
Official Zoning Map Amendments (Rezoning)	16-2-7	✓	R	R	D		✓	✓	✓	None
PUD and TSA Rezoning	16-2-7	✓	R	R	D		✓	✓	✓	None
Temporary Use Permits	16-2-14	✓	D	A						As stated in Permit
Unlisted Use Classifications	16-5-1.B	✓	D	A						None
Zoning Site Plan	16-2-9		D	A						3 years
Zoning Variances	16-2-	✓	R			D	✓		✓	180 days

TABLE 16-2-2.1: SUMMARY OF DEVELOPMENT REVIEW AND DECISION-MAKING PROCEDURES

Procedure	Section Ref.	Pre-App. Mtg. Req'd	Review (R) Decision-Making (D) or Appeal (A) Bodies				Notice Required ¹			Lapsing Period
			CM/D	PC	CC	BAA	Pub	Mail	Post	
	16									
CM/D = City Manager or Designee (Including the Development Review Team) PC = Planning and Zoning Commission CC = City Council BAA = Board of Adjustment and Appeals										
¹ Notice Required: See Table 16-2-3.1 Summary of Mailed Notice Requirements										

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 2 Section 3, Subsection G, "Development Application Procedures" [*No changes are being made to Subsections A through F nor Subsections H through K, these Subsections remain unchanged*] of the Englewood Municipal Code 2000, to read as follows:

16-2-3: Development Application Procedures.

G. Notice Requirements.

1. **Published Notice.** Notice shall be by one publication on the City's official website or in the newspaper designated by City Council as the City's official newspaper at least ten (10) days before any hearing before the Council, the Commission, or the Board. The City shall be responsible for all required published notices, and for providing evidence of timely published notice at the time of the hearing or consideration.

2. **Posted Notice.** The property shall be advertised by posting for not less than ten (10) consecutive days prior to a hearing before the Council, the Commission, or the Board; provided, however, that where the case does not involve a specific property, no posted notice shall be required. A posted notice shall consist of a sign not less than twenty-two inches (22") by twenty-eight inches (28") in size, located not less than four feet (4') above ground level in a conspicuous place, with letters not less than one inch (1") in height in black paint, which letters can be read from the adjoining street right-of-way. The applicant shall be responsible for complying with posted notice provisions and for providing evidence of timely posted notice at the time of the hearing or consideration. All required posted notices shall remain in place until after the date of the hearing or consideration, and shall be removed by the applicant within seven (7) days after the hearing or consideration.

3. **Mailed Notice.**
 - a. *Mailed Notice to Applicant.* The City shall give written notice of the date, time, and place of any scheduled hearing to the applicant in person or by first class mail.

 - b. *Summary of Mailed Notice Requirements.* Table 16-2-3.1 below summarizes the mailed notice requirements of this subsection, and includes requirements for: Responsible party for mailing notice, the minimum deadline by which notice must be mailed, the

intended recipients and the geographic scope of mailed notice, whether the applicant must provide a mailing list and receipt, and the type of mail service required.

- c. *Mailed Notice of Neighborhood Meeting and Certain Public Hearings.* Whenever this Title requires a neighborhood meeting a mailed notice is required by Table 16-2-3.1, the applicant shall mail written notification of the neighborhood meeting or hearing at least ten (10) days prior to the meeting or hearing to occupants and property owners within ~~five hundred feet (500')~~ one thousand feet (1,000') of the perimeter of the proposed development. Notification shall be sent to property owners of record from data available within thirty (30) days before the required mailing date from the Arapahoe County Clerk and Recorder's office.

- d. *Mailed Notice for Conditional Use Telecommunications Towers and Antenna(s).* At least ~~fifteen (15)~~ ten (10) days prior to the first public hearing on any request for a conditional use permit for a telecommunications tower or antenna(s), the applicant shall provide written notice to all occupants and property owners within ~~five hundred feet (500')~~ one thousand feet (1,000') of the property boundary of the site upon which the tower or antenna(s) are proposed to be located. Notification shall be sent to property owners of record at the ~~Arapahoe County Clerk and Recorder's Office from data available within sixty (60) days before mailing~~ from data available within thirty (30) days before the required mailing date from the Arapahoe County Clerk and Recorder's office.

- e. *Proof of Mailing Required.* Whenever mailed notice is required according to this subsection, the applicant shall provide a mailing list to staff and certify that letters were mailed via the U.S. Postal Service to the listed addresses within the time frame specified in Table 16-2-3.1 below prior to the meeting or hearing. A USPS receipt shall be attached to the certification.

TABLE 16-2-3.1: SUMMARY OF MAILED NOTICE REQUIREMENTS

Type of Application	Notice Mailed by:	When Mailing Must Occur - # of Calendar Days Prior to Meeting or Hearing:	Notice Shall be Mailed to:	Notification Area for Receipt of Mailed Notice	Mailing List and Mailing Receipt Required?	Type of Mailing
PUD, TSA, other Rezoning Neighborhood Meeting	Applicant	10 <u>(prior to neighborhood meeting and Planning and Zoning Commission hearing</u>	Property Owners of Record [1] and Occupants	<u>1000 feet</u> radius measured from boundary lines of subject parcel	Yes	1 st Class Mail

Major Subdivision	Applicant	10 <u>(prior to Planning and Zoning Commission hearing)</u>	Property owners of record [1] <u>and Occupants</u>	<u>Abutting properties, including properties separated only by a street or public lands 1000 feet radius measured from boundary lines of subject parcel</u>	Yes	1 st Class Mail
Conditional Use for Tele-communication Facility	Applicant	15 <u>10 prior to Planning and Zoning Commission hearing</u>	Property owners of record [1] <u>and Occupants</u>	<u>1000 feet radius measured from boundary lines of subject parcel</u>	Yes	1st Class Mail
Notes to Table: [1] Property owners of record at the Arapahoe County Clerk and Recorder's office from data available within thirty (30) days (30) before <u>the required mailing date</u> .						

4. Contents. Unless otherwise stated above, each required published, posted, or mailed notice shall contain:

- a. The name of the applicant;
- b. The date, time and location of the public hearing or consideration; or alternately, the date of the proposed decision by the City Manager or designee;
- c. A brief summary of the proposed action;
- d. A statement as to where the application and accompanying material may be reviewed;
- e. Any other information required pursuant to this Title for a specific type of application; and
- f. To assist in reaching any non-literate or non-English speaking populations, all posted and mailed notices shall include a prominent question mark symbol followed by the telephone number of the City.

5. Errors in Notice. If there has been a failure to comply with any applicable notice requirement, the public hearing or consideration may be continued and/or action on the application may be postponed until such time as the notice requirements are fulfilled.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 2 Section 7, Subsection C, "Official Zoning Map Amendments (Rezoning)" *[No changes are being made to Subsections A through B nor Subsections D through I, these Subsections remain unchanged]* of the Englewood Municipal Code 2000, to read as follows:

16-2-7: Official Zoning Map Amendments (Rezoning).

C. *Pre-Application Review and Neighborhood Meeting.*

1. Pre-Application Conference. All applicants for rezoning shall be required to participate in a pre-application conference pursuant to Section 16-2-3.F EMC.
2. Pre-Application Neighborhood Meeting Rezoning. Following the pre-application conference, each applicant for a rezoning shall hold a neighborhood meeting in accordance with City procedures to describe their proposal before an application for rezoning can be accepted by the City. The neighborhood meeting is an opportunity for the applicant to describe the proposal as well as for area residents and property owners to offer input about the proposal at an early stage. The applicant shall hold the meeting at a time and location accessible and convenient for the public. The City shall be represented at the meeting. The City representative shall prepare a written report of the neighborhood meeting and make copies available to the City staff, the applicant, and the public.
3. The maximum time between a required neighborhood meeting and a public hearing before the Commission shall not be more than one hundred eighty (180) days. In the event the public hearing is not held within one hundred eighty (180) days, the applicant shall be required to hold another neighborhood meeting.

D. *Notice.* The City Manager or designee shall require that notice of required public hearings be given in accordance with Section 16-2-3.G EMC.

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 as amended on the 6th day of September, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of September, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of September, 2011 for thirty (30) days.

A Public Hearing was held on September 19th, 2011.

Read by title and passed on final reading on the 3rd day of October, 2011.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2011, on the 7th day of October, 2011.

Published by title on the City's official website beginning on the 5th day of October, 2011 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 2011.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 68
INTRODUCED BY COUNCIL
MEMBER MCCASLIN

AN ORDINANCE ESTABLISHING FEE SCHEDULES FOR WATER CONNECTION SERVICE FOR THE WATER CUSTOMERS OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, 31-35-402 C.R.S. authorizes any municipality to operate and maintain water facilities within and outside of the municipality; and

WHEREAS, the Englewood Home Rule Charter Sections 121, 122 and 125, require City Council to set water services by Ordinance; and

WHEREAS, a water connection fee is a one-time charge that allows new users to pay for their proportionate share of capacity in the City's water treatment plant and distribution system. Red Oak Consulting recently completed a water connection fee study to update the fees to recognize current value of the water treatment plan and distribution system assets; and

WHEREAS, the City is experiencing mixed-use developments in their water service area. These developments include multi-family dwelling units and commercial establishments that are served by a common water meter. Proposed mixed-use connection fees have been designed to recognize both residential and commercial demands; and

WHEREAS, Multi-family and Mixed Use usage shall be calculated based on the maximum possible load which may be greater than the current number of units or fixtures; and

WHEREAS, Red Oak Consulting was asked to complete a study to update the City's connection fees which may be based on the current value of the water plant and system, the operating cost of the water plant and system or the replacement cost of the City's water plant and system; and

WHEREAS, the Englewood Water and Sewer Board determined that the replacement cost was the preferred basis for the calculation of connection fees because it most accurately reflected the value of the system, and

WHEREAS, the Englewood Water and Sewer Board recommended the proposed fee schedule at its May 10, 2011 meeting;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT THE FOLLOWING FEES SHALL BE ADOPTED:

TABLE ONE

Single User Water System Connection Fees

The Water Connection Fees for Single Users, whether residential or commercial, are based solely on meter size.

Meter Size	Inside City	Outside City
3/4"	\$4,360.00	\$6,540.00
1"	\$7,270.00	\$10,905.00
1 1/2"	\$14,500.00	\$21,750.00
2"	\$23,300.00	\$34,950.00
3"	\$46,500.00	\$69,750.00
4"	\$72,700.00	\$109,050.00
6"	\$174,400.00	\$261,600.00

TABLE TWO

Multi-Family Residential Water System Connection Fees

The Water Connection Fees for Multi-Family Residential properties consists of a base fee per connection plus a three-tier dwelling unit fee based on the number of dwelling units or the meter size fee.

	Inside City	Outside City
Base Fee	\$2,620.00	\$3,930.00
Dwelling Unit Fee (per dwelling unit)		
First 12 units	\$580.00	\$870.00
Next 22 units	\$450.00	\$675.00
Over 34 units	\$275.00	\$412.50

Note: For multi-family water connections, fee shall be the greater of the following:

- 1) The sum of the multi-family connection fee as shown in Table 2 above
- or
- 2) The Meter size based connection fee as shown on Table 1.

TABLE THREE

Mixed Use (Containing Both Residential and Commercial Uses) Water System Connection Fees

The Water Connection Fees for residential/commercial mixed use consists of the sum of the multi-family residential connection fees as shown in Table 2 plus a three-tier fixture unit fee based on the number of commercial use fixture units as shown below or the meter size fee.

Commercial Use Connection Fees

	Inside City	Outside City
First 125 fixture units	\$83.00	\$124.50
Next 250 fixture units	\$35.00	\$ 52.50
over 375 fixture units	\$26.00	\$ 39.00

Note: For Mixed Use water connections the fee shall be the greater of the following:

- 1) The sum of calculated mixed use multifamily and commercial connection fees
- or
- 2) Meter size based connection fee.

Introduced, read in full, and passed on first reading on the 19th day of September, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of September, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of September, 2011 for thirty (30) days

Read by title and passed on final reading on the 3rd day of October, 2011.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2011, on the 7th day of October, 2011.

Published by title on the City's official website beginning on the 5th day of October, 2011 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 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: October 3, 2011	Agenda Item: 11 c i	Subject: A Resolution Setting Various Fees for Medical Marijuana Licenses
Initiated By: Department of Finance and Administrative Services		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

On August 17, 2009, City Council approved Ordinance No. 34, establishing a temporary suspension or moratorium on the establishment of new Medical Marijuana dispensing and growing uses until licensing and zoning regulations could be put into place. This moratorium was set to expire on February 17, 2010.

On October 5, 2009, City Council approved Ordinance No. 41. This ordinance amends Title 5 of the Englewood Municipal Code to include licensing for Medical Marijuana Primary Caregivers.

On January 4, 2010, City Council approved Ordinance No. 5, extending the temporary suspension or moratorium on the establishment of new Medical Marijuana dispensing and growing uses. This moratorium was set to expire on June 17, 2010.

On May 3, 2010, City Council approved Ordinance No. 14, extending the moratorium on the establishment of new Medical Marijuana dispensing and growing uses. This moratorium was set to expire on October 19, 2010.

On August 2, 2010, City Council approved Ordinance No. 30, extending the existing temporary suspension or moratorium on the establishment of new Medical Marijuana dispensing and growing uses. This moratorium expires on July 1, 2011.

On September 13, 2010, City Council discussed zoning and licensing requirements for Medical Marijuana uses. A consensus was reached regarding spacing requirements.

On April 11, 2011, City Council approved Council Bill 19, which addressed a variety of issues surrounding Medical Marijuana, including distancing, adding "Medical Marijuana" to the Local Liquor Licensing Authority, eliminating Title 5, Chapter 22 of EMC 2000 and adopted new responsibilities and licensing procedures.

On April 18, 2011, City Council held a public hearing to gather input from the public regarding the changes to the Englewood Municipal Code that were proposed in Council Bill 19.

On May 16, 2011, City Council adopted Ordinance 27, Series of 2011.

At the May 23, 2011 Study Session, City Council directed staff to prepare a resolution setting fees for Medical Marijuana related licensing.

On June 6, 2011, Council passed Resolution 44, Series of 2011 establishing fees for Medical Marijuana Registered Primary Caregivers.

At the September 26, 2011 Study Session, City Council discussed Medical Marijuana Residential Regulations

RECOMMENDED ACTION

Under the moratorium, applications for Medical Marijuana establishments will be processed by the Local Liquor and Medical Marijuana Licensing Authority (L&MMLA) after the applications are approved by the State of Colorado. After the moratorium, the L&MMLA will process applications first and then send them to the State for approval.

Currently, there are five basic licenses that can be issued: Medical Marijuana Centers, Medical Marijuana-Infused Products Manufacturers, Optional Premises Cultivation Operations, Infused Product Facility Associated with an Existing Center, and Cultivation Associated with an Existing Center.

Staff recommends City Council adopt a resolution affirming the previously approved fees and approving these additional fees for the following:

Application Fee for New license:

Medical Marijuana Center	\$1,000.00
Optional Premises Cultivation License	\$1,000.00
Medical Marijuana - Infused Products Manufacturer	\$1,000.00
Infused Product Facility Associated With an Existing Center	\$1,000.00
Cultivation Associated With an Existing Center	\$1,000.00

Annual License Fees (Currently Renewed Every Two Years)

Medical Marijuana Center	\$1,000.00
Optional Premises Cultivation License	\$1,000.00
Medical Marijuana - Infused Products Manufacturer	\$1,000.00
Infused Product Facility Associated With an Existing Center	\$1,000.00
Cultivation Associated With an Existing Center	\$1,000.00

Transfer of Ownership

Medical Marijuana Center (All Types)	\$1,000.00
Optional Premises Cultivation License	\$1,000.00
Medical Marijuana - Infused Products Manufacturer	\$1,000.00
Infused Product Facility Associated With An Existing Center	\$1,000.00
Cultivation associated With An Existing Center	\$1,000.00
Change of Ownership	\$1,000.00
Change of Location	\$1,000.00
Change of Registered Manager	\$100.00

Change of Corporate Structure (per person)	\$100.00
Change of Trade Name/Corporate name	\$100.00
Modification of Premises	\$100.00
Renewal of License (All Types)	\$1,000.00
Renewal - Medical Marijuana Center	\$1,000.00
Renewal - Optional Premises Cultivation License	\$1,000.00
Renewal - Medical Marijuana Infused Products Manufacturer	\$1,000.00
Renewal - Infused Product Facility Associated With an Existing Center	\$1,000.00
Renewal -Cultivation associated With an Existing Center	\$1,000.00
Late Renewal Application Fee (30 Day License Extension)	\$500.00
Inspection Fee (New or Renewed License)	\$100.00
Fingerprint (per person – matches CBI/FBI charges)	Actual Cost
Business Sales Tax License (One Time Fee)	\$25.00
Occupational Key Employee Application (Per Person)	\$100.00
Occupational Support Employee Application (Per Person)	\$100.00
Business/Vendor Registration Application (Per Business)	\$100.00
Warehouse Registration	\$1,000.00
Caregiver Registration	\$20.00
Duplicate Business License or Certificate	\$25.00
Duplicate Occupational License	\$10.00
Duplicate Business/Vendor Registration License	\$25.00
Subpoena Testimony	Actual Cost
Copy Cost (Per Page – Black and White Only)	\$.10

FINANCIAL IMPACT

The proposed fees are expected to offset the staff time required to administer these licenses. The fees will be reviewed periodically and if necessary staff will request that Council adjust fees accordingly.

LIST OF ATTACHMENTS

Proposed resolution

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION SETTING VARIOUS FEES FOR MEDICAL MARIJUANA LICENSES

WHEREAS, on April 11, 2011, City Council approved Council Bill 19, which addressed a variety of issues surrounding Medical Marijuana, including distancing, adding “Medical Marijuana” to the Local Liquor Licensing Authority, eliminating and adopted new responsibilities and licensing procedures; and

WHEREAS, at the May 23, 2011 Study Session, City Council directed staff to prepare a resolution setting fees for Medical Marijuana related licensing; and

WHEREAS, currently, there are five basic licenses that can be issued: Medical Marijuana Centers, Medical Marijuana-Infused Products Manufacturers, Optional Premises Cultivation Operations, Infused Product Facility Associated with an Existing Center, and Cultivation Associated with an Existing Center; and

WHEREAS, the proposed fees are expected to offset the staff time required to administer these licenses; and

WHEREAS, staff recommends City Council affirming the previously approved fees and approving these additional fees.

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

Section 1. The City Council of the City of Englewood, Colorado authorizes the following additional Medical Marijuana fees in addition to the previously approved fees as follows:

Application Fee for New license:

Medical Marijuana Center	\$1,000.00
Optional Premises Cultivation License	\$1,000.00
Medical Marijuana – Infused Products Manufacturer	\$1,000.00
Infused Product Facility Associated With an Existing Center	\$1,000.00
Cultivation Associated With an Existing Center	\$1,000.00

Annual Licenses Fees (Currently Renewed Every Two Years)

Medical Marijuana Center	\$1,000.00
Optional Premises Cultivation License	\$1,000.00
Medical Marijuana – Infused Products Manufacturer	\$1,000.00
Infused Product Facility Associated With an Existing Center	\$1,000.00
Cultivation Associated With an Existing Center	\$1,000.00

Transfer of Ownership

Medical Marijuana Center (All Types)	\$1,000.00
--------------------------------------	------------

Optional Premises Cultivation License	\$1,000.00
Medical Marijuana – Infused Products Manufacturer	\$1,000.00
Infused Product Facility Associated With an Existing Center	\$1,000.00
Cultivation Associated With an Existing Center	\$1,000.00
Change of Ownership	\$1,000.00
Change of Location	\$1,000.00
Change of Registered Manager	\$100.00
Change of Corporate Structure (per person)	\$100.00
Change of Trade Name/Corporate name	\$100.00
Modification of Premises	\$100.00
Renewal of License (All Types)	\$1,000.00
Renewal – Medical Marijuana Center	\$1,000.00
Renewal – Optional Premises Cultivation License	\$1,000.00
Renewal – Medical Marijuana Infused Products Manufacturer	\$1,000.00
Renewal – Infused Product Facility Associated With an Existing Center	\$1,000.00
Renewal – Cultivation Associated With an Existing Center	\$1,000.00
Late Renewal Application fee (30 Day License Extension)	\$500.00
Inspection Fee (New or Renewed License)	\$100.00
Fingerprint (per person – matches CBI/FBI charges)	Actual Cost
Business Sales Tax License (One Time Fee)	\$25.00
Occupational Key Employee Application (per person)	\$100.00
Occupational Support Employee Application (per person)	\$100.00
Business/Vendor Registration Application (per business)	\$100.00
Warehouse Registration	\$1,000.00
Caregiver Registration	\$20.00
Duplicate Business License or Certificate	\$25.00
Duplicate Occupational License	\$10.00
Duplicate Business/Vendor Registration License	\$25.00
Subpoena Testimony	Actual Cost
Copy Cost (8 ½” x 11” page – Black and White only)	\$.10

ADOPTED AND APPROVED this 3rd day of October, 2011.

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 2011.

Loucrishia A. Ellis, City Clerk

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 71
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING THE CITY COUNCIL POLICY MANUAL REGARDING THE ELECTION OF THE MAYOR AND MAYOR PRO TEM.

WHEREAS, both the Englewood Home Rule Charter and the Rules of Order and Procedure for the Englewood City Council contain provisions for election of the Mayor; and

WHEREAS, the Rules of Order and Procedure contains a provision for election of the Mayor and Mayor Pro Tem but also contains secret ballot language; and

WHEREAS, in 1991 the Colorado Sunshine Act was amended to provide for certain exceptions to the general rule of meetings being open to the public; and

WHEREAS, election of the Mayor and Mayor Pro Tem does not meet any of the exceptions; therefore, the election of the Mayor and Mayor Pro Tem may not be held in an Executive Session; and

WHEREAS, since the amendment to the Colorado Sunshine Act election of the Mayor and the Mayor Pro Tem of Englewood has not been held in Executive Session; and

WHEREAS, this amendment to the Rules of Order and Procedure will eliminate the secret ballot provision;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT THE COUNCIL RULES OF ORDER AND PROCEDURE ARE AMENDED AS FOLLOWS:

The presiding officer of the City Council shall be the Mayor who shall be elected ~~by secret ballot~~ by the members of the City Council at the ~~second~~ first regular meeting in November after each general municipal election. The presiding officer shall preserve strict order and decorum at all regular and special meetings of the City Council. He/she shall state every question coming before the City Council, announce the decision of the City Council on all subjects, and decide all questions of order, subject, however, to an appeal of the City Council, in which event a majority vote of those Council Members present and voting shall govern and conclusively determine such questions awarded. He/she shall vote on all questions, his/her name being called last, he/she shall sign all ordinances adopted by the City Council during his/her presence.

The Mayor Pro Tem shall be elected ~~by secret ballot~~ by the members of the City Council at the ~~second~~ first regular meeting in November after each general municipal election. The Mayor Pro Tem shall serve as Mayor during the absence or disability of the Mayor and in case of a vacancy in the office of the Mayor pending a selection of a new successor.

Introduced, read in full, and passed on first reading on the 3rd day of October, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of October, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of October, 2011 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 3rd day of October, 2011.

Loucrishia A. Ellis