

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, December 3, 2012
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 November 19, 2012.
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.)
 - a. Englewood Fire Chief Michael Pattarozzi will recognize the winners of the Fire Prevention Week Contest with a brief reception to follow in the Community Room.
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.

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

9. Consent Agenda Items.

a. Approval of Ordinances on First Reading.

- i. Council Bill No. 64 – Recommendation from the Department of Parks and Recreation to adopt an ordinance approving the Golf Course Restaurant Concessionaire Agreement with Broken Tee Grill LLC. **Staff Sources: Jerrell Black, Director of Parks and Recreation and Bob Spada, Golf Operations Manager.**
- ii. Council Bill No. 66 – Recommendation from the Utilities Department to adopt an ordinance approving Supplemental #168 to the Connector's Agreement Southgate Sanitation District authorizing the inclusion of land within the district. **Staff Source: Stewart H. Fonda, Director of Utilities.**

b. Approval of Ordinances on Second Reading.

- i. Council Bill No 57, amending sections of the Englewood Municipal Code pertaining to sewer fees and charges.
- ii. Council Bill No. 60, authorizing an Intergovernmental Agreement with the Denver Council Regional Council of Governments for the 2012 Traffic Signal System Equipment Purchase.
- iii. Council Bill No. 61, amending the Englewood Municipal code pertaining to use of public facilities in the City right of way.
- iv. Council Bill No. 62, modifying the Englewood Municipal Code to comply with the City of Englewood Firefighters Pension Plan Document and Colorado Statutes.
- v. Council Bill No. 63, approving the application for and acceptance of a 2013 Emergency Management Program Grant.

c. Resolutions and Motions.

- i. Recommendation from the Finance Department to adopt a resolution approving an amendment to the City of Englewood Firefighters Pension Plan Document. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
- ii. Recommendation from the Finance Department to approve a resolution adopting an amendment to the City of Englewood Police Officers Pension Plan Document. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**

10. Public Hearing Items. (There is no Public Hearing scheduled.)

11. Ordinances, Resolutions and Motions

a. Approval of Ordinances on First Reading.

- i. Council Bill No. 65 – Recommendation from the Utilities Department to adopt an ordinance approving the change to the Stormwater Section of the Englewood Municipal Code #12-5-9 regarding firefighting discharges to reflect “emergency firefighting,” to comply with the Colorado Department of Health’s MS4 Permit. **Staff Source: Stewart H. Fonda, Director of Utilities.**
- ii. Council Bill No. 67 – Recommendation from the Finance Department to adopt an ordinance approving the First Amendment to the Intergovernmental Agreement for Open Space Sales and Use Tax Shareback Funds. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**

b. Approval of Ordinances on Second Reading.

- i. Council Bill No. 58, adopting the rezoning of Flood Middle School from MU-B-1, MU-R-3-B and R-2-B to PUD.
- ii. Council Bill No. 59, adopting the Alta Cherry Hills Major Subdivision.

c. Resolutions and Motions.

- i. Recommendation from the City Manager’s Office to approve, by motion, the South Broadway Englewood Improvement District Operating Plan and proposed 2013 Budget. **Staff Source: Darren Hollingsworth, Economic Development Manager.**

12. General Discussion.

- a. Mayor’s Choice.
- b. Council Members’ Choice.

13. City Manager’s Report.

14. City Attorney’s Report.

15. Adjournment.

COUNCIL COMMUNICATION

Date December 3, 2012	Agenda Item 9 a i	Subject Restaurant Contract- Golf Course
Initiated By Department of Parks and Recreation	Staff Source Jerrell Black, Director of Parks and Recreation Bob Spada, Golf Operations Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

- 2007 Approval of Restaurant Contract – Dadiotis Golf Enterprises, LLC
- 2006 Approval of Revised Restaurant Contract – Caddie Shack, LLC
- 2004 Approval of Restaurant Contract- Caddie Shack, LLC
- 2000 Approval of Restaurant Contract- Reif Golf, Inc
- 1996 Approval of Restaurant Contract- JOQ’s Corporation
- 1988 Approval of Restaurant Contract- Anderson/Malloy, Inc. D.B.A.- Woody’s Club
- 1986 Approval of Restaurant Contract- Mur-James Corporation
- 1982 Approval of Restaurant Contract- 2101 Corporation

RECOMMENDED ACTION

Staff recommends City Council adopt a bill for an ordinance approving the Golf Course Restaurant Concessionaire Agreement between the City of Englewood and Broken Tee Grill LLC.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Golf Course has provided a restaurant concession at the existing clubhouse since 1982. The current concessionaire, Dadiotis Golf LLC has operated the restaurant facility since October of 2004. The current contract will end on December 31st, 2012.

CONTRACT: The current contract was developed by receiving input from the Parks and Recreation staff, City Attorney’s office and the Finance Department. The contract was developed to provide fairness and equity for both the concessionaire and the City of Englewood.

Bid requests were distributed to twenty interested parties. Three interested parties came to the restaurant walk through. One party submitted a bid; Broken Tee Grill LLC. The principals of Broken Tee Grill LLC are experienced golf course food and beverage concessionaires. Over the last seven years they have operated golf course concessions at Murphy Creek Golf Course and Saddle Rock Golf Course in Aurora. They currently have an interest in the food and beverage operations at City Park, Willis Case and Kennedy Golf Courses. Prior to the golf course restaurant operations, Craig Caldwell owned and operated Brooklyn’s, Milwaukee Street Tavern, Crimson and Gold, Denver Wheel Club 404, The Pacific Café, Legends, Thirsty’s and Wicky’s in Playa del Carmen.

FINANCIAL IMPACT

The rental payment will be **\$36,000** per year. The Concessionaire will be responsible for the first **\$3,500** for repair and maintenance of the kitchen appliances.

LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 64
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING THE GOLF COURSE RESTAURANT CONCESSIONAIRE AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND BROKEN TEE GRILL, LLC.

WHEREAS, the purpose of this Agreement is to provide snack bar, grill and bar services to the golfing public and a quality, full-service restaurant facility offering breakfast, lunch and dinner for group meetings, service clubs and informal evening dining;

WHEREAS, the Golf Course has provided a restaurant concession at the existing clubhouse since 1982; and

WHEREAS, the current Concessionaires Agreement ends December 31, 2012; and

WHEREAS, the passage of this proposed Ordinance will approve a new Golf Course Restaurant Concessionaire Agreement between the City and Broken Tee Grill, LLC; and

WHEREAS, the Agreement is for a one year period with two one year renewals at the option of the Concessionaire and two additional optional one year periods by agreement of both parties;

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

Section 1. The City Council of the City of Englewood, Colorado, hereby authorizes and approves the Golf Course Restaurant Concessionaire Agreement, attached hereto as Attachment 1.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest said Golf Course Restaurant Concessionaire Agreement on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 3rd day of December, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of December, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of December, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 3rd day of December, 2012.

Loucrishia A. Ellis

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AGREEMENT

THIS AGREEMENT, hereinafter called "Lease", made and entered into this _____ of _____, 2013, by and between the CITY OF ENGLEWOOD, a Colorado municipal corporation, hereinafter referred to as "City", and BROKEN TEE GRILL, LLC, hereinafter referred to as "Concessionaire";

WITNESSETH:

WHEREAS, the City owns certain real property which is now operated as a municipal golf course, hereinafter called "Golf Course", and located in the City of Sheridan; and

WHEREAS, the City and Concessionaire desire to enter into a lease for the management of the restaurant and lounge located at 2101 West Oxford Avenue, Sheridan, Colorado 80110;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter appearing and of the payment of the monies hereinafter set forth, the parties hereto agree as follows:

Section 1. STATEMENT OF INTENT.

The purpose of this Lease to provide snack bar, grill and bar services to the golfing public and a quality, restaurant facility offering breakfast, lunch and dinner for group meetings, service clubs and informal evening dining.

Section 2. GRANT.

The City hereby leases to Concessionaire the portion of its golf clubhouse presently used as its restaurant concession, together with the improvements thereon, located at 2101 West Oxford Avenue, Sheridan, Colorado 80110, for the purposes of serving food and beverages, including alcoholic beverages.

Section 3. DEFINITION OF PREMISES.

The "Leased Premises" as referred to herein is defined to be the golf clubhouse restaurant and lounge which is owned by the City of Englewood, Colorado. [See Exhibit "B"] Proposed food and beverage operations shall also be allowed on the golf course. The hatched area [See Exhibit A] shall not be exclusive as to food. Nothing herein gives Concessionaire any right to interfere with or participate in the operation of the Golf Course as a golf course, i.e. fairways and greens, Pro Shop, and all other golf course operations.

Section 4. TERM OF AGREEMENT.

This Lease shall not be effective until Concessionaire has obtained a liquor license to dispense alcoholic beverages pursuant to C.R.S. 12-47-101 et. seq. From the date of signature until the liquor license is authorized by the proper officials, this Lease shall be considered an Option to Lease that may not be terminated by either party, except that if the Liquor License is not granted and in operation on or before January 1, 2013. The City hereby grants to Concessionaire the right to hold the Leased Premises pursuant to the terms of this Lease for a one (1) year lease with two (2) one (1) year renewals at the option of the Concessionaire and with two (2) additional optional one (1) year periods by agreement of both parties. The City reserves the right to accept, modify,

or reject said written proposal. If the Concessionaire intends to renew the contract they must inform the Director of Parks and Recreation ninety (90) days prior to termination of the lease. The City shall inform Concessionaire of its decision through the Director of Parks and Recreation.

Section 5. USE OF THE PREMISES.

Concessionaire shall have the right to possession of the Leased Premises for the purpose of serving food and/or beverages, including alcoholic beverages, for consumption on the golf course. However, nothing in this Lease shall be construed to authorize that which is prohibited under United States, State or local law, ordinance, code or regulation. The Leased Premises shall be used by the Concessionaire for the purveying of alcoholic beverages, as the same may be authorized by and regulated under the Colorado Liquor Code, C.R.S. 12-47-101, et seq., and for the operation of a restaurant. Concessionaire shall operate the Leased Premises in a careful, safe, quiet, orderly, and businesslike manner. Concessionaire shall not use or permit the premises to be used for any purpose that is prohibited under the laws of the United States, statutes of the State of Colorado, or ordinances, regulations or codes of the City of Englewood or the City of Sheridan.

Concessionaire shall provide food and/or beverages including alcoholic beverages on the golf course through the use of concession sheds, beverage cart(s) or a combination thereof. Operation time and use of the concession sheds and beverage cart(s) shall be provided by the Concessionaire and shall be approved by the City Manager or designee in the same manner as Section 8. Use of beverage cart(s) shall follow the same rules and regulations as golf course rental carts. Concession shed design shall be approved by the City Manager or his designee. Use of beverage carts shall not interfere with the operation of the golf course. Service to the golfers on the course shall be reviewed by the City Manager or his designee every six (6) months.

Entertainment of any nature that Concessionaire proposes on the premises shall be subject to prior approval by the Englewood City Manager or his designee, which approval shall not be unreasonably withheld. If the City determines any entertainment to be objectionable, City shall notify Concessionaire in writing thereof and Concessionaire shall terminate said entertainment immediately.

Section 6. EXCLUSIVE RIGHT TO USE PREMISES.

City hereby grants to Concessionaire the exclusive right to use the Leased Premises to operate a restaurant and to purvey alcoholic beverages. The City will provide vending machines at the driving range. Any use of vending machines by the Concessionaire must be approved by the City Manager or designee. The City may use outside food vendors for certain special events such as Junior Golf, Golf 4 Fun, etc. Shelter area (hatched area on Exhibit A) shall not be exclusive as to food. This will be done on a limited basis as requested by the City Manager or his designee.

Section 7. MENU.

The Concessionaire shall provide an attractive menu for breakfast, lunch, and evening meals listing meal items, beverages available and current pricing. Menus, pricing and changes to menus or pricing of menu items shall be reviewed and approved by the City Manager or his designee.

Section 8. HOURS OF OPERATION.

- a) From May 1st through September 30th of each year, the Concessionaire shall operate the restaurant facility seven (7) days per week and during these months shall be open each day to serve meals to the public from one-half hour before dawn and shall remain open until at least 10:00 p.m.
- b) During the months of October 1st through April 30th of each year, the Concessionaire shall operate the restaurant facility seven (7) days per week and during these months shall be open each day to serve meals to the public at dawn and shall remain open until at least 8:00 pm.
- c) Beverage cart(s) must be provided seven (7) days per week and two (2) beverage carts are required for larger tournaments (60 participants or more), weekends and holidays. Hours of operation, including the hours of concession shed and beverage cart operation, may be modified with written approval from the City Manager or his designee.
- d) Beverage cart operation (including concession shed) needs to service the 18-hole regulation course and the Par 3 course. During the months of June, July and August and on Friday, Saturday and Sunday, two (2) beverage carts are required.
- e) Sunday closing at 8:00 p.m. is permitted. Nothing herein shall be construed as prohibiting the Concessionaire from being open for other hours in addition to those stated in paragraphs "a" and "b" above. Restaurant may close on Christmas Day.
- f) Concessionaire agrees to cooperate with the Golf Course Manager in scheduling golf meetings and events that involve use of the grill, meeting room and dining room. In the event of any disagreement, the matter shall be referred to the City Manager or his designee.
- g) Concessionaire and or the City may temporarily close the restaurant facility for cleaning, construction and maintenance under a mutually agreed upon schedule.

Section 9. MAINTENANCE, REPAIR AND REPLACEMENT.

- i. The Concessionaire shall be responsible for repairs and/or replacement of all appliances, dishes, glasses, silverware, and other equipment and miscellaneous cooking pots, pans and utensils.
- ii. The City shall be responsible for the selection of the contractor for maintenance, repairs and replacement of the stove, grill and oven, hood and fire suppression system, deep fat fryer, sinks, grease trap, drains, cabinets, freezer, walk-in cooler, bar refrigeration, furniture, and snack bar cooler.

SECTION 10. CLEANLINESS GUIDELINES.

The Concessionaire will maintain, at all times, the kitchen, food preparation, dining and banquet areas, all equipment, fixtures, paraphernalia, materials, utensils and other items there in, in a clean and sanitary manner, polished and waxed to the highest degree possible. Concessionaire shall

keep the concession facilities clear of broken glass, debris, and garbage. Concessionaire shall dispose of any waste water or other waste fluid in the sanitary sewer. In the event waste fluids may not legally be disposed of in the sanitary sewer, then Concessionaire is responsible for disposing of same in an appropriate and lawful manner. Concessionaire shall comply with all applicable health and sanitation laws and regulations in effect where the food/beverage areas are located. The Concessionaire shall permit and facilitate inspection of the food/beverage areas by the City and its representatives and by public health/sanitation/building/fire authorities so authorized at all times.

The following shall establish the minimum sanitation guidelines for the Concessionaire:

- a) The Sanitation Code of the U.S. Food Service Industry as published by the National Restaurant Association.
- b) All State of Colorado Acts and Regulations governing food service operations.
- c) All applicable County Public Health/Sanitation Regulations.
- d) All applicable Federal Government Acts and Regulations.
- e) Any specific guidelines established by the City Manager or his designee.

SECTION 11. SANITATION REGULATION AND JOB INSPECTION.

- a) Informal inspections of the food service facilities are to be conducted weekly by the Concessionaire. An inspection checklist is to be prepared and completed by the Concessionaire for each inspection, and said checklists are to be made available to the City upon its request. A complete report of corrective measures taken or to be taken for any deficiencies noted should accompany the inspection report.
- b) Informal inspections of the food service facilities are to be conducted daily by the Concessionaire with immediate corrective measures taken for any deficiencies noted.
- c) Formal inspections of the food service facilities are to be conducted a minimum of two (2) times per year, by the City Manager's designated representative, accompanied by the Concessionaire.

Section 12. RENT.

- a) Concessionaire shall pay rent to the City in accordance with the following schedule:
- i. Commencing on January 1, 2013 Concessionaire shall pay \$3,000 per month.
 - ii. The aforesaid fixed rent payments shall be paid each month, in advance, on the first day of each month or on the first Monday of each month if the first day falls on Saturday or Sunday.

A penalty fee of \$10.00 per day or part thereof shall be charged for each day or part thereof that the rent is past due, until 12:00 midnight on the 14th day past due. If the rent payment is not received by midnight on the 14th day past due, the Concessionaire shall be in violation of the terms of this Agreement, and subject to termination.

Section 13. UTILITIES.

City shall provide all utilities required to operate the restaurant concession.

Section 14. JANITORIAL SERVICE AND TRASH REMOVAL.

City shall be responsible for the reasonable cost of trash removal and janitorial service for the Leased Premises. Nothing in this Paragraph shall diminish the Concessionaire's requirements set forth in Paragraphs 10 and 11.

Section 15. PARKING FACILITIES.

- a) The existing parking facility adjacent to the Restaurant concession (hereinafter called "parking facility") shall be open for use by Concessionaire and its customers; such right of use of the said parking facilities shall be non-exclusive right.
- b) The City shall at its own expense maintain the parking facility, which shall include snow removal when necessary.

Section 16. PHYSICAL FACILITY AND EQUIPMENT.

City agrees to provide space, fixtures, equipment and furniture for an equipped kitchen, bar, lounge area, grill, snack bar and two dining/meeting rooms. Concessionaire agrees not to move existing partitions separating dining area and meeting room without the written permission of the City Manager or his designee.

Section 17. ADDITIONAL FACILITIES AND EQUIPMENT.

Concessionaire shall have the right to install additional facilities and equipment with the consent of the City Manager or his designee. Said facilities and equipment shall become the property of the City upon the termination of the lease.

Section 18. SECURITY.

Concessionaire is responsible for the obtaining of theft insurance covering all food, liquor, and other supplies and personal property of Concessionaire. Such policies shall contain no right of subrogation against the City. Concessionaire shall provide a copy of the policy to the City Manager or his designee.

Section 19. PERSONNEL.

- a) Concessionaire shall at its own expense employ such qualified personnel as may be necessary for the concession operation and shall require all personnel to be clean, polite, and courteous in their interactions with the public.
- b) Concessionaire shall supervise and direct to the operation of the concession and, when absent, insure competent personnel are in charge.
- c) Concessionaire shall appoint a qualified and experienced restaurant manager. The restaurant manager shall be vested with full power and authority of the Concessionaire regarding operation of the concessionaire and the appearance, conduct and demeanor of the Concessionaire's employees. The City Manager or his designee shall have the right to interview and approve or disapprove the Concessionaire's restaurant manager.
- d) City shall not be responsible for the wages or salaries of any employee or representative of Concessionaire, nor for any debts, liabilities or other obligations of Concessionaire.
- e) Neither the Concessionaire nor the employees who perform services pursuant to the Agreement shall be considered employees, servants or agents of the City of Englewood performing of services under this Agreement.
- f) Violence and acts prohibited by law committed by Concessionaire or employees of Concessionaire shall cause immediate termination of the Lease.
- g) All concession personnel are responsible for the safe use and proper maintenance of all kitchen equipment. Concessionaire is responsible for training personnel on all kitchen equipment operations and maintenance.

Section 20. LICENSES AND PERMITS.

Concessionaire, at its own expense, shall secure any and all licenses and permits for food services and purveyance of alcoholic and non-alcoholic beverages. Concessionaire agrees to promptly initiate an application and obtain a Hotel and Restaurant Liquor License pursuant to C.R.S. 12-47-101 et seq. Concessionaire shall have the responsibility of the enforcement of all liquor laws and regulations on the premises.

Concessionaire shall reimburse the City for all license fees it has paid to Sheridan and the State of Colorado.

Section 21. COMPLIANCE WITH STATE AND CITY HEALTH CODES.

Concessionaire shall maintain all concession areas in a clean and sanitary condition at all times and shall comply with all State, County and City health laws relating to the dispensing of food and beverages.

Section 22. INSURANCE/INDEMNIFICATION.

- a) Concessionaire agrees to furnish to City a performance bond \$50,000 line of credit or a cash deposit of \$50,000 in the amount of Fifty Thousand Dollars (\$50,000.00) guaranteeing faithful performance by Concessionaire of all terms, covenants, and conditions herein contained as well as compliance with applicable City ordinances. Said bond shall be furnished as of the date of execution of this Lease.
- b) Concessionaire shall at Concessionaire's own expense keep in full force and effect during the term of this Lease statutory Worker's Compensation coverage. A copy of the certificates of insurance shall be sent to the City in care of the purchasing division.
- c) INDEMNIFICATION. Concessionaire agrees to indemnify and hold harmless the City of Englewood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, due to injury, loss or damage, of any kind whatsoever, which arise out of or are in any manner connected with Concessionaire, if such injury, loss, or damage is caused in whole or in part by the act, omission, or other fault of Concessionaire, or any officer or employee of Concessionaire. Concessionaire agrees to investigate, handle, respond to, and to provide defense for any such liability, claims, or demands at the sole expense of Concessionaire, and agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.
- d) INSURANCE.
 - i. Concessionaire is to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by Concessionaire pursuant to this Lease.
 - ii. Concessionaire shall procure and continuously maintain the minimum insurance coverage's listed below, with the forms and insurers acceptable to the City of Englewood. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - (A) General liability insurance with minimum limit of one million dollars (\$1,000,000) Each Occurrence and two million dollars (\$2,000,000) General Aggregate and errors and omissions insurance with minimum limit of one million dollars (\$1,000,000) per each person and one million dollars (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs.

- (B) Liquor Legal Liability Insurance, with minimum limits of \$1,000,000 for injury or death of any one person; \$1,000,000 for injuries or death occurring as a result of any one accident; \$1,000,000 for property damage; and \$1,000,000 for products liability. A certificate evidencing said insurance policies shall be kept on file with the Clerk of the City and the City Purchasing division and shall have a provision that the same shall not be altered, amended, or canceled without first giving written notification thereof to the City thirty days prior thereto. Concessionaire further agrees to indemnify the City for any claims brought against the City because of or on account of Concessionaire's operation.
- iii. Fire and Extended Coverage Insurance shall be provided by the City on the Club House building, and extended buildings included in Leased Premises, only. Concessionaire shall be solely responsible for securing and paying for insurance coverage on those improvements and contents belonging to Concessionaire located in or on the Leased Premises. Concessionaire hereby expressly waives any cause of action or right of recovery which Concessionaire may hereafter have against City for any loss or damage to Leased Premises or to any contents or improvements thereto belonging to either party, caused by fire or explosion.
- iv. The policies required above shall be endorsed to include the City of Englewood and the City of Englewood's officers and employees as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City of Englewood, its officers, or its employees, or carried by or provided through any self-insurance pool of the City of Englewood, shall be excess and not contributory insurance to that provided by Concessionaire.
- v. The certificate of insurance provided to the City of Englewood shall be completed by the Concessionaire's insurance agent as evidence that policies providing the required coverage's, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City of Englewood prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverage's afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the City of Englewood. The completed certificate of insurance shall be sent to:

City Clerk
City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110

A certified copy of any policy shall be provided to the City of Englewood at its request. A copy of the certificates of insurance shall be sent to the City in care of the Purchasing Division, 2800 South Platte River Drive, Englewood, Colorado 80110.

- vi. The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$1,000,000 per person and \$1,000,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

A certificate evidencing said insurance policy shall be kept on file with the City Clerk of the City and shall have a provision that the same shall not be altered, amended, or canceled without first giving written notification thereof to the City thirty days prior thereto. Concessionaire further agrees to indemnify the City for any claims brought against the City because or on account of Concessionaire's operation. A copy of the certificates of insurance shall be sent to the City in care of the purchasing division.

Section 23. FIRE OR NATURAL DISASTERS.

In the event fire or natural disaster renders the Club House and its concession facilities inoperable, the Concessionaire shall be released from the terms of compensation to be paid the City until such time as the Club House and its concession facilities are declared open and operable by the City. If in the event such concession facilities are not open and operable within a period of thirty (30) days from the time of such disaster, Concessionaire has the right to terminate its contract and Lease with the City under Section 24, Termination of Lease, contained herein.

Section 24. TENANT RECORDS.

Concessionaire shall keep and maintain complete and accurate records and accounts of its business on a calendar year basis. A monthly report shall be generated providing a breakdown of "gross sales" into the following categories:

Food Operations,
Banquet Operations,
Beverage Operations AND
Cart Operations.

Such records shall be maintained in accordance with generally accepted accounting principles. The records shall clearly show Concessionaire's gross sales, including proceeds from all catering activities. Gross sales shall be divided in restaurant operations, catering operations and bar operations. Such records and accounts, including all sales tax reports that Concessionaire furnishes to any government or governmental agency shall be made available for inspection at any reasonable time upon request of the City, the City's auditor, or other authorized representative. The City reserves the right to require Concessionaire to engage an independent auditor to perform an audit of the Concessionaire's records at Concessionaire's expense.

Section 25. TERMINATION OF LEASE.

- a) This Lease may, at any time, be terminated by either party upon ninety (90) days' written notice to the other without cause.
- b) The parties may terminate the Lease by giving thirty (30) days' written notice of a violation of paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17.
- c) Violation of paragraphs 18, 19, 20, 21 and 22 shall be grounds for immediate termination of the Lease.

Section 26. DELIVERY AND REMOVAL UPON TERMINATION.

Concessionaire will deliver the premises at the termination of this Lease in as good condition and state of repair as when received, except for ordinary wear and tear or loss or damage caused by an act of God. Upon termination, Concessionaire shall have the right to remove any supplies or personal property belonging to or installed by the operator, subject, however, to any valid lien or claim which City may have for unpaid fees. Provided also that if said removal causes any damage to the premises, said Concessionaire will repair the same in a proper and satisfactory manner at its own expense.

All liquor licenses shall be transferred to the City of Englewood or new concessionaire. At no time shall Concessionaire terminate, alter or surrender the liquor license without approval of the City of Englewood. The Concessionaire shall be subject to injunction to prevent surrender or injury to the liquor license. Upon termination, the attached Power of Attorney shall be operative and shall allow the City to operate the establishment pursuant to law.

Section 27. This Agreement may not be assigned and a sublease shall not be allowed without the written consent of both parties.

Section 28. NOTICES.

All notices, demands and communications hereunder shall be personally served or given by certified or registered mail, and:

- a) If intended for City shall be addressed to City at:

City of Englewood
Attention: City Manager
1000 Englewood parkway
Englewood, Colorado 80110

with a copy to:

City of Englewood
Attention: City Attorney
1000 Englewood Parkway
Englewood, Colorado 80110

- b) If intended for Concessionaire shall be addressed to Concessionaire at:

Craig Caldwell
2721 South Fillmore Street
Denver, Colorado 80210
303 520-0655

- c) Any notice given by mail shall be deemed delivered when deposited in a United States general or branch post office, addressed as above, with postage prepaid, or when served personally at the applicable address.

Section 29. ENTIRE AGREEMENT.

This Lease, together with the exhibits attached hereto:

- a) Contains the entire agreement between the parties; and
b) Shall be governed by the laws of the State of Colorado.

Section 30. SEVERABILITY.

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 31. CAPTIONS.

The caption of each Section is added as a matter of convenience only and shall not be considered in the construction of any provision or provisions of this Lease.

Section 32. BINDING EFFECT.

All terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

CITY OF ENGLEWOOD, COLORADO

BROKEN TEE GRILL, LLC.

“City”

“Concessionaire”

By _____
Randy P. Penn, Mayor

By _____
Craig Caldwell

ATTEST:

Loucrishia A. Ellis, City Clerk



EXHIBIT A

Broken Tee Golf Course

AN SCALE: 1 inch = 400 feet
DATE: November 9, 2012
PHOTO DATE: 2010

NOTED: 2012-11-07 11:09:04

DRAWN BY: JCL

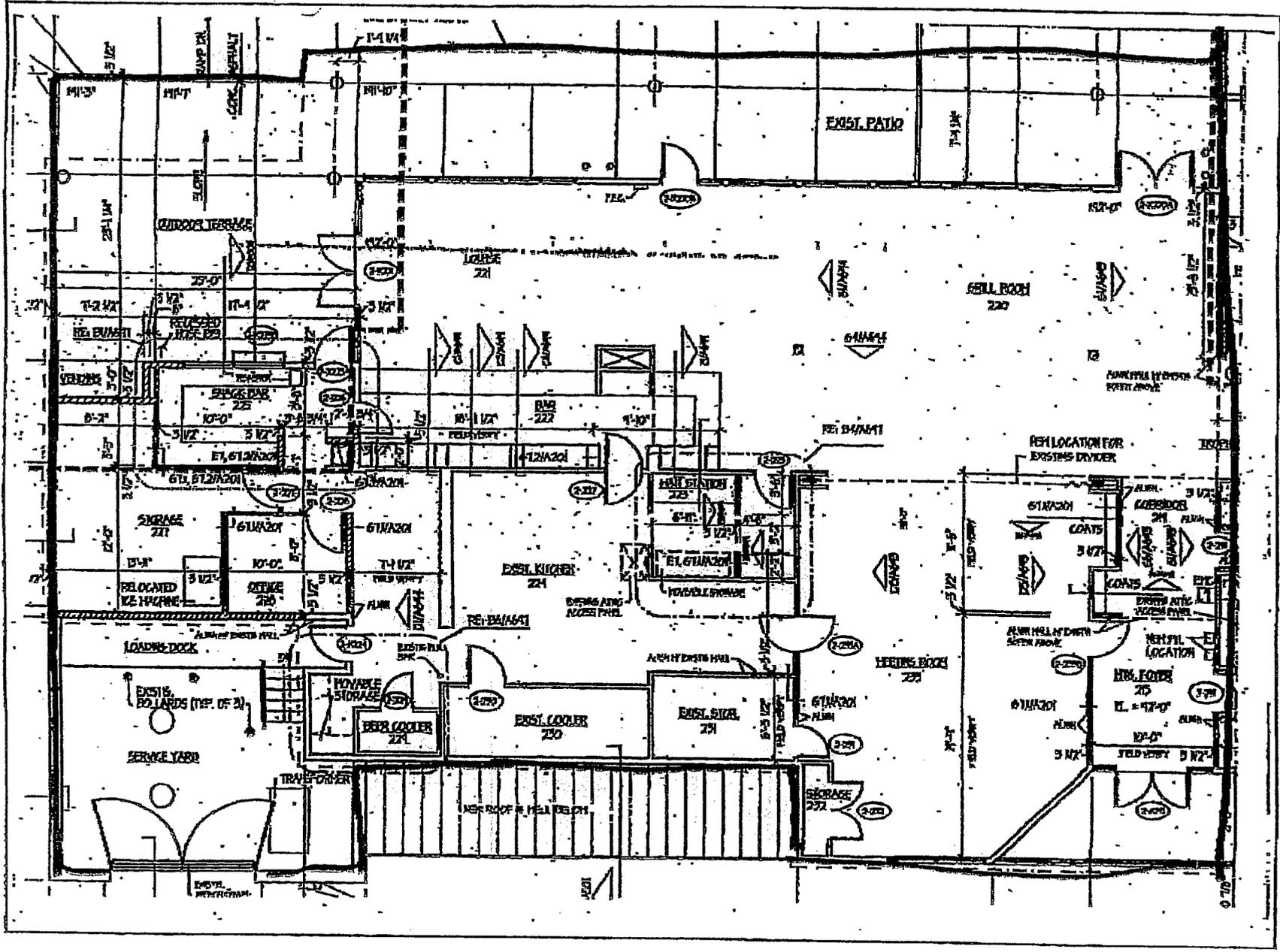


EXHIBIT B

COUNCIL COMMUNICATION

Date December 3, 2012	Agenda Item 9 a ii	Subject Southgate Supplement #168
INITIATED BY Utilities Department	STAFF SOURCE Stewart H. Fonda, Director of Utilities	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

None.

RECOMMENDED ACTION

The Water and Sewer Board, at their November 13, 2012 meeting, recommended Council approval of a Bill for an Ordinance approving Southgate Supplement #168.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood provides sewage treatment to approximately 32,000 accounts outside the City through contracts with numerous connector districts. The area is defined by the natural drainage and extends south and east from Broadway to the Valley Highway and from Hampden to Lincoln Ave. excluding Highlands Ranch. By contract the City of Englewood must approve any additions of land to be served by the districts. These are usually in-fill situations that are within what the City considers to be the area it has committed to serve. Adequate capacity has been provided in the treatment plant to accommodate all such future inclusions. Annexation of this parcel of land will not increase the tap allocation of the Southgate Sanitation District.

A request was made by the Southgate Sanitation District representing the owner, Martin Lawrence, for inclusion of Supplement #168 consisting of a parcel totaling 1.8 acres into the Southgate Sanitation District for residential use. The property is currently zoned Residential. The purpose of the inclusion is to install a sewer line and connect to the existing sewer main in the street. The legal is attached as Exhibit "A". The property is located on the north side of E. Garden Avenue, east of Colorado Blvd.

FINANCIAL IMPACT

None.

LIST OF ATTACHMENTS

Minutes of Nov. 13, 2012 Water Board Meeting
Phone Vote of Nov. 15, 2012 approving Minutes of Nov. 13
Proposed Bill for Ordinance

**WATER & SEWER BOARD
MINUTES
TUESDAY, NOVEMBER 13, 2012**

COMMUNITY DEVELOPMENT CONFERENCE ROOM

Present: Oakley, Wiggins, Habenicht, Lay, Waggoner, Moore, Woodward

Absent: Penn, Burns

Also present: Yasser Abouaish - City Engineer, Stu Fonda - Director of Utilities

The meeting was called to order at 5:03 p.m.

1. MINUTES OF THE OCTOBER 9, 2012 WATER & SEWER BOARD MEETING AND PHONE VOTE OF OCTOBER 11, 2012.

The Minutes of the October 9, 2012 meeting were approved as written, per the phone vote on October 11, 2012.

Motion: To approve the October 9, 2012 Water Board Minutes as written.

Moved: Habenicht **Seconded:** Waggoner

Motion passed unanimously.

2. GUEST: STEVE NGUYEN AND MICHELLE HATCHER WITH CLEAR WATER SOLUTIONS, INC.

Steve Nguyen and Michelle Hatcher, consultants with Clear Water Solutions, appeared to discuss water conservation goals, measurements and programs. Water conservation options were discussed. The Board will review and discuss at the January or February, 2013 meeting. The 60 day public notice is scheduled to be published in February, 2013.

3. SOUTHGATE SUPPLEMENT #168 FOR 5440 S. COLORADO BLVD.

The Board reviewed the request from Southgate Sanitation District representing the owner, Martin Lawrence, for inclusion of Supplement #168.

Motion: To recommend Council approval of Southgate Supplement #168.

Moved: Waggoner **Seconded:** Habenicht

Motion passed unanimously.

4. CHANGE TO STORMWATER ORDINANCE 1-B-3(a).

The proposed change to Englewood Municipal Code Section 1-B-3(a) will clarify that stormwater discharge from firefighting efforts can only result from "emergency firefighting." This change will bring Englewood's ordinance in compliance with the Colorado Department of Health's MS4 Permit.

Motion: To recommend Council approval of the proposed change to the Englewood Municipal Code's Stormwater Ordinance 1-B-3(a) which limits discharges for firefighting activities to "emergency firefighting."

Moved: Woodward **Seconded:** Wiggins

Motion passed unanimously.

5. LETTER FROM JACK DERBY DATED OCT. 27, 2012 RE: ADVANCED SEWER PAYMENTS.

The Board received a Demand for Settlement or Arbitration letter dated October 27, 2012 from Mr. Derby, an outside district sewer customer, who had sent a letter expressing opposition to the existing sewer billing practice at the October 9, 2012 Water Board meeting. Mr. Derby's delinquent sewer account was filed as a tax lien with Arapahoe County.

**6. INFORMATIONAL ARTICLE:
SEPTEMBER 14, 2012 DENVER POST, "WELLS CHURN WATER
DEBATE."**

The Board received the above mentioned informational article.

7. OTHER.

There will not be a December, 2012 Water Board meeting.

The meeting adjourned at 5:45 p.m.

The next Water and Sewer Board meeting will be Tuesday, January 8, 2013 at 5:00 p.m.

Respectfully submitted,

Cathy Burrage
Recording Secretary

WATER & SEWER BOARD

PHONE VOTE – THURSDAY, NOVEMBER 15, 2012

Phone Vote Roll Call.

Contacted: Clyde Wiggins, Chuck Habenicht, Kells Waggoner, Jim Woodward, Linda Olson, Joe Lay, Wayne Oakley

Not Contacted: Randy Penn, Tom Burns

1. MINUTES OF THE NOVEMBER 13, 2012 MEETING.

Motion: Approve minutes of the November 13, 2012 Water and Sewer Board meeting.

Moved: Olson **Seconded:** Wiggins

Abstain: Burns, Penn

Motion passed unanimously.

The next Water and Sewer Board meeting will be Tuesday, January 8, 2013 at 5:00 p.m. in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 66
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING SUPPLEMENT NO. 168 TO THE SOUTHGATE
SANITATION DISTRICT CONNECTOR'S AGREEMENT FOR THE INCLUSION OF LAND
WITHIN THE DISTRICT BOUNDARIES.

WHEREAS, Southgate Sanitation District recommends the inclusion of approximately 1.8 acres into the District; and

WHEREAS, said inclusion is located on the North side of East Garden Avenue, East of Colorado Boulevard in Greenwood Village; and

WHEREAS, the proposed inclusion is to install a sewer line and connect to the existing sewer main in the street; and

WHEREAS, the zoning of this property in Greenwood Village is currently zoned Residential which is the proposed use of this property; and

WHEREAS, said annexation of this parcel of land will not increase the tap allocation to the Southgate Sanitation District; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of this Agreement at its November 13, 2012 meeting;

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

Section 1. The Agreement between the City of Englewood and Southgate Sanitation District entitled "Supplement No. 168, to Connector's Agreement", which includes 1.8 acres located on the North side of East Garden Avenue, East of Colorado Boulevard in Greenwood Village, is hereby accepted and approved by the Englewood City Council. A copy of said Agreement is attached hereto as "Attachment 1" and incorporated herein by reference.

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

Introduced, read in full, and passed on first reading on the 3rd day of December, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of December, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of December, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 3rd day of December, 2012.

Loucrishia A. Ellis

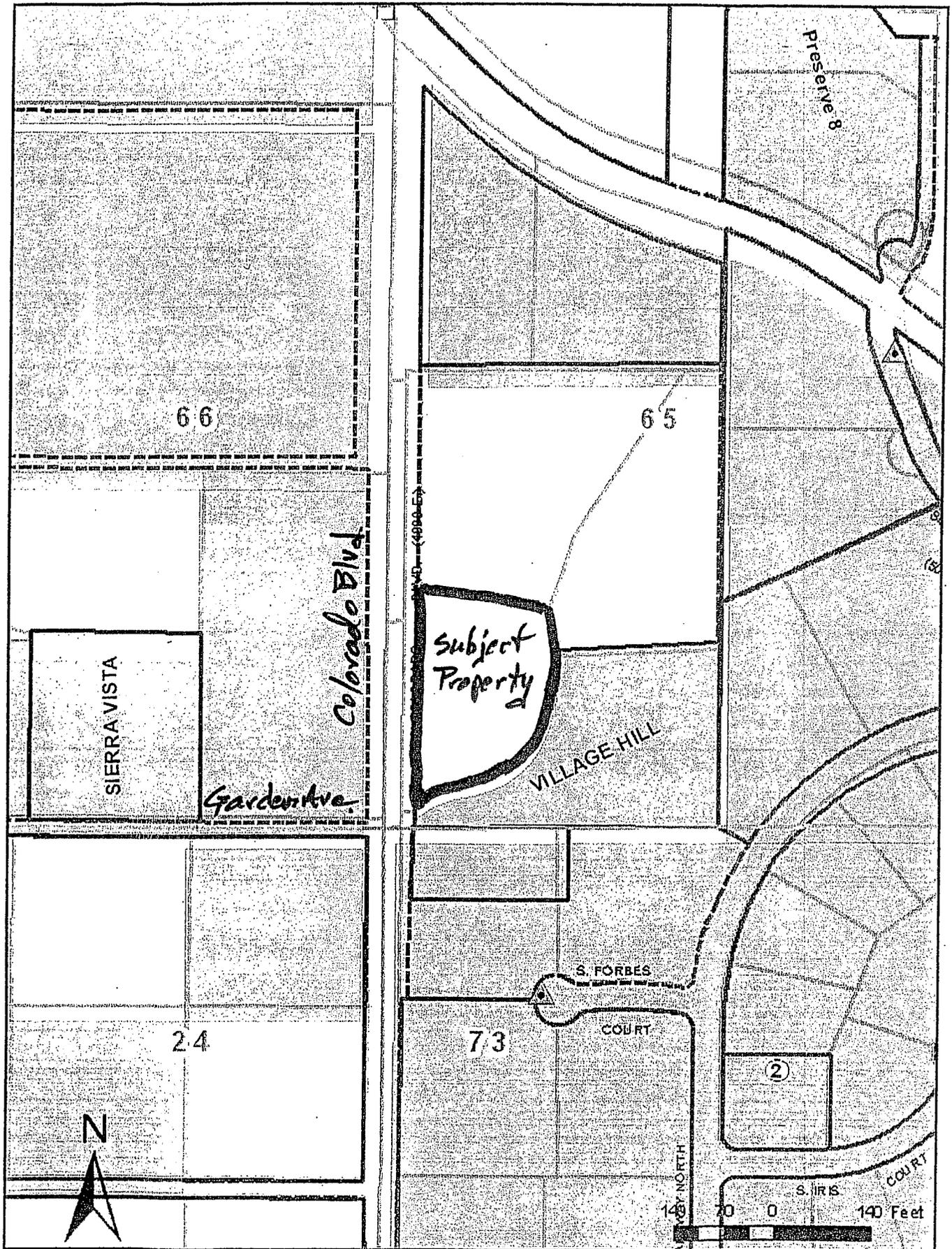
EXHIBIT A

(Legal Description)

LOT 4, VILLAGE HILL, COUNTY OF ARAPAHOE, STATE OF COLORADO

Also known as - 5440 S. Colorado Blvd., Greenwood Village, CO 80121

Belleview



Orchard

NARRATIVE

Subject property is 1.8 acres in size.

Current and proposed land use is single family residential.

It is anticipated that the current home will be demolished and a new home constructed in the spring of 2013.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 57
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE AMENDING TITLE 12, CHAPTER 2, SECTION 3, SUBSECTIONS B AND D, OF THE ENGLEWOOD MUNICIPAL CODE 2000 REGARDING SEWER FEES AND CHARGES.

WHEREAS, the City Council of the City of Englewood, Colorado approved sewer rate increases through 2011 with the passage of Ordinance No. 21, Series of 2008; and

WHEREAS, there are continuing increases in the costs of operation and maintenance for the collection system and the wastewater treatment plant; and

WHEREAS, the proposed sewer rate increases will provide adequate funds to operate and maintain the Bi-City Plant as well as the Englewood sewer collection system and allow completion of several capital projects at the Bi-City Plant; and

WHEREAS, the Water and Sewer Board recommended the proposed increases to fees and charges at their October 9, 2012 meeting.

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 12, Chapter 2, Section 3, Subsection B, Paragraph 9, of the Englewood Municipal Code 2000, to read as follows. All rounding off of fees shall be to the nearest whole cent and shall be by the standard method.

12-2-3: Fees and Charges.

B. *General.* There is hereby levied and charged on each lot, parcel of land and premises served by or having sewer connection with the sanitary sewer of the City or otherwise discharging sanitary sewage, industrial wastes or other liquids, either directly or indirectly, into the City sanitary sewer system an annual service charge which shall be computed and payable as follows:

[Editors Note: Subsections 1 through 8 are not changed and are therefore not included]

9. The following rates ~~shall become~~ became effective January 1, ~~2003~~ 2011:

Sewage Treatment Charge <u>per 1,000 gallons</u>	\$1.0049 <u>\$2.5243</u>
Collection System Charge <u>per 1,000 gallons</u>	\$0.1337 <u>\$0.3362</u>
Total:	\$1.1386 <u>\$2.8605</u>

	SCHEDULE I		SCHEDULE II		SCHEDULE III		SCHEDULE IV	
Customer Class	In City City Sewers Billed Quarterly		In City District Sewers Billed Quarterly		Outside City District Sewers Billed Annually		Outside City District Sewers Billed Quarterly	
	Flat Rate	Min.	Flat Rate	Min.	Flat Rate	Min.	Flat Rate	Min.
Single Family Dwelling	\$23.94 <u>\$60.19</u>	\$21.78 <u>\$54.75</u>	\$21.12 <u>\$53.10</u>	\$19.20 <u>\$48.26</u>	\$88.56 <u>\$222.47</u>	\$80.64 <u>\$202.57</u>	\$22.14 <u>\$55.67</u>	\$20.16 <u>\$50.69</u>
Multi Family Per Unit	\$14.82 <u>\$37.28</u>	\$13.50 <u>\$33.94</u>	\$13.08 <u>\$32.89</u>	\$11.88 <u>\$29.89</u>	\$54.96 <u>\$138.10</u>	\$49.92 <u>\$125.43</u>	\$13.74 <u>\$34.55</u>	\$12.48 <u>\$31.38</u>
Mobile Home Per Unit	\$9.12 <u>\$22.95</u>	\$8.28 <u>\$20.85</u>	\$8.04 <u>\$20.23</u>	\$7.32 <u>\$18.43</u>	\$33.84 <u>\$85.03</u>	\$30.72 <u>\$77.18</u>	\$8.46 <u>\$21.28</u>	\$7.68 <u>\$19.34</u>
Commercial & Industrial (by meter size)								
5/8"	\$33.00 <u>\$82.91</u>	\$30.06 <u>\$75.53</u>	\$29.16 <u>\$73.29</u>	\$26.52 <u>\$66.65</u>	\$122.40 <u>\$307.47</u>	\$111.36 <u>\$279.76</u>	\$30.60 <u>\$76.89</u>	\$27.84 <u>\$69.98</u>
3/4"	\$50.10 <u>\$125.90</u>	\$45.60 <u>\$114.56</u>	\$44.22 <u>\$111.12</u>	\$40.26 <u>\$101.15</u>	\$185.76 <u>\$466.64</u>	\$168.96 <u>\$424.41</u>	\$46.44 <u>\$116.69</u>	\$42.24 <u>\$106.13</u>
1"	\$83.10 <u>\$208.76</u>	\$75.60 <u>\$189.91</u>	\$73.38 <u>\$184.35</u>	\$66.78 <u>\$167.76</u>	\$308.16 <u>\$774.04</u>	\$280.32 <u>\$704.12</u>	\$77.04 <u>\$193.53</u>	\$70.08 <u>\$176.06</u>
1 1/2"	\$166.20 <u>\$417.46</u>	\$151.26 <u>\$379.94</u>	\$146.70 <u>\$368.50</u>	\$133.50 <u>\$335.35</u>	\$616.32 <u>\$1,548.05</u>	\$560.64 <u>\$1,408.21</u>	\$154.08 <u>\$387.05</u>	\$140.16 <u>\$352.08</u>
2"	\$266.40 <u>\$669.15</u>	\$242.46 <u>\$609.02</u>	\$235.14 <u>\$590.65</u>	\$213.96 <u>\$537.44</u>	\$987.60 <u>\$2,480.59</u>	\$898.80 <u>\$2,257.56</u>	\$246.90 <u>\$620.19</u>	\$224.70 <u>\$564.43</u>
3"	\$531.72 <u>\$1,335.57</u>	\$483.84 <u>\$1,215.31</u>	\$469.32 <u>\$1,178.83</u>	\$427.02 <u>\$1,072.61</u>	\$1,970.88 <u>\$4,950.30</u>	\$1,793.76 <u>\$4,505.42</u>	\$492.72 <u>\$1,237.60</u>	\$448.44 <u>\$1,126.38</u>
4"	\$831.12 <u>\$2,087.56</u>	\$756.36 <u>\$1,899.80</u>	\$733.56 <u>\$1,842.53</u>	\$667.56 <u>\$1,676.75</u>	\$3,080.88 <u>\$7,738.30</u>	\$2,803.68 <u>\$7,042.05</u>	\$770.22 <u>\$1,934.62</u>	\$700.92 <u>\$1,760.54</u>

6"	\$1,662.30 <u>\$4,175.23</u>	\$1,512.72 <u>\$3,799.53</u>	\$1,467.12 <u>\$3,685.00</u>	\$1,335.06 <u>\$3,353.30</u>	\$6,162.00 <u>\$15,477.11</u>	\$5,607.36 <u>\$14,084.05</u>	\$1,540.50 <u>\$3,869.31</u>	\$1,401.84 <u>\$3,521.03</u>
8"	\$2,641.32 <u>\$6,634.22</u>	\$2,403.60 <u>\$6,037.16</u>	\$2,324.34 <u>\$5,838.08</u>	\$2,115.12 <u>\$5,312.57</u>	\$9,791.70 <u>\$24,593.82</u>	\$8,910.42 <u>\$22,380.32</u>	\$2,447.88 <u>\$6,148.40</u>	\$2,227.62 <u>\$5,595.16</u>
10"	\$3,796.92 <u>\$9,536.74</u>	\$3,455.22 <u>\$8,678.52</u>	\$3,341.34 <u>\$8,392.49</u>	\$3,040.56 <u>\$7,637.00</u>	\$14,075.64 <u>\$35,353.79</u>	\$12,808.80 <u>\$32,171.86</u>	\$3,518.88 <u>\$8,838.39</u>	\$3,202.26 <u>\$8,043.12</u>

Minimum charges both inside and outside the City are ninety-one percent (91%) of the flat rate charge for the customer class involved.

10. All fees and charges listed under this Section 12-2-3, shall be subject to a cumulative increase for the next three (3) years (~~2009~~ 2013 to ~~2011~~ 2015) as follows:

~~On January 1, 2009, the existing fees and charges shall be increased by the amount of eight percent (8%) above the January 1, 2008, fees and charges.~~

~~On January 1, 2010, the existing fees and charges shall be increased by the amount of eight percent (8%) above the January 1, 2009, fees and charges.~~

~~On January 1, 2011, the existing fees and charges shall be increased by the amount of eight percent (8%) above the January 1, 2010, fees and charges.~~

On January 1, 2013, the existing fees and charges shall be increased by the amount of four percent (4%) above the January 1, 2011, fees and charges.

On January 1, 2014, the existing fees and charges shall be increased by the amount of four percent (4%) above the January 1, 2013, fees and charges.

On January 1, 2015, the existing fees and charges shall be increased by the amount of four percent (4%) above the January 1, 2014, fees and charges.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 12, Chapter 2, Section 3, Subsection D, of the Englewood Municipal Code 2000, to read as follows:

12-2-3: Fees and Charges.

D. Significant Industrial Users:

1. Industries that are permitted as Significant Industrial Users and that discharge wastewater with BOD, COD and/or TSS in excess of Normal Domestic Strength Wastewater (12-2-11, B.31) will be charged for the cost of handling treatment of these wastes calculated based upon the net excess loading. The use of surcharges does not permit the User to otherwise exceed any local limits specified at 12-2-11, C. or Federal and State Pretreatment Standards.
2. The City shall require payment to cover the added cost surcharge of handling and treating the wastes as determined by the following formula:

SC	=	$Q \times 8.34 [UC_0 (AOD) + UCs (SS-300)]$
SC	=	annual surcharge in dollars and cents
Q	=	volume of sewage discharged to the public sewer in million gallons per year
8.34	=	conversion factor; 1 gallon of water to pounds
UC ₀	=	unit charge for AOD in dollars per pound (\$0.0160 <u>\$0.02</u>)

	(i)	If COD / BOD ₅ is less than 3.0, then AOD=(BOD ₅ - 200 mg/l)
	(ii)	If COD / BOD ₅ is greater than 3.0, then AOD=(COD-500 mg/l)
AOD	=	Additional Oxygen Demand strength index in milligrams per liter
COD	=	Chemical oxygen demand strength index in milligrams per liter
BOD ₅	=	5 day biochemical oxygen demand strength index in milligrams per liter
UC _s	=	unit charge for SS in dollars per pound (\$0.0389 <u>\$0.10</u>)
SS	=	suspended solids strength index in milligrams per liter
200	=	normal BOD ₅ strength in milligrams per liter
300	=	normal SS strength in milligrams per liter
500	=	normal COD strength in milligrams per liter

The application of the above formula provides for a surcharge for BOD, COD and/or TSS. If the concentration of these pollutants is less than that of Normal Domestic Strength Waste, the User shall not receive a surcharge nor given a credit to the total surcharge.

3. Payment rates shall be computed for ICR customers based on the following basic capital costs of the Bi-City plant:

Q (Volume): ~~\$552.15~~ \$1,386.83 per 1,000 gallon day of capacity

BOD: ~~36.57~~ \$91.86 per pound day of capacity

SS: ~~42.05~~ \$105.63 per pound day of capacity

4. Specific individual rates will be calculated based on the volume strength and rate of flow in accordance with current Federal guidelines.

Adjustments to individual rates will be made annually or more frequently, whenever evidence is received that a major change in wastewater volume and/or characteristics has occurred. Payment will commence within one (1) year of the date of initiation of service through the Bi-City plant.

Section 3. 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 4. 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 5. 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 6. 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 7. 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 November, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of November, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of November, 2012 for thirty (30) days.

Read by title and passed on final reading on the 3rd day of December, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 7th day of December, 2012.

Published by title on the City's official website beginning on the 5th day of December, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 60
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) ENTITLED "CONTRACT BY AND BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) AND THE CITY OF ENGLEWOOD" FOR REIMBURSEMENT TO THE CITY OF ENGLEWOOD, COLORADO FOR THE COSTS OF 2012 TRAFFIC SIGNAL SYSTEM EQUIPMENT PURCHASE.

WHEREAS, the Englewood City Council previously approved Ordinances to enter into agreements with Denver Regional Council of Governments (DRCOG) to allow DRCOG to reimburse the City of Englewood for 2004, 2005, 2007, 2008, 2009 and 2010, miscellaneous traffic signal equipment purchases; and

WHEREAS, DRCOG received U.S. Department of Transportation Congestion Mitigation/Air Quality (CM/AQ) funds through the Colorado Department of Transportation (CDOT) to carry out traffic signal system improvements and purchases in the Denver metropolitan region; and

WHEREAS, DRCOG desires to contract with the City for the purchase of miscellaneous traffic signal equipment consistent with the Traffic Signal System Equipment Purchase Program; and

WHEREAS, DRCOG is responsible for monitoring and administering this federal program; and

WHEREAS, the passage of this Ordinance authorizes the intergovernmental agreement allowing DRCOG to reimburse the City of Englewood for the cost of traffic signal system equipment, which will be purchased by the City in 2013, in an amount up to \$29,000;

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

Section 1. The City Council of Englewood, Colorado, hereby authorizes an intergovernmental agreement (IGA) entitled "Contract by and Between the Denver Regional Council of Governments (DRCOG) and the City of Englewood" for reimbursement to the City of Englewood, Colorado for the cost of traffic signal system equipment, which will be purchased by the City in 2013 in an amount up to \$29,000, a copy of which is attached hereto as Exhibit 1.

Section 2. The Mayor is hereby authorized to sign and the City Clerk to attest said intergovernmental agreement (IGA) entitled "Contract by and Between the Denver Regional Council of Governments (DRCOG) and the City of Englewood" for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 19th day of November, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of November, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of November, 2012 for thirty (30) days.

Read by title and passed on final reading on the 3rd day of December, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 7th day of December, 2012.

Published by title on the City's official website beginning on the 5th day of December, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

CONTRACT BY AND BETWEEN THE
DENVER REGIONAL COUNCIL OF GOVERNMENTS
1290 Broadway, Suite 700
Denver, Colorado 80203-5606
("DRCOG")

and

CITY OF ENGLEWOOD
1000 Englewood Parkway
Englewood, Colorado 80110-2373
("CONTRACTOR")

for

2012 TRAFFIC SIGNAL SYSTEM EQUIPMENT PURCHASE

Project Number: **543011**

Contract Number: **EX12016**

RECITALS:

- A. DRCOG has received U.S. Department of Transportation Congestion Mitigation/Air Quality (CM/AQ) funds through the Colorado Department of Transportation (CDOT), to carry out traffic signal system improvements and purchases in the Denver metropolitan region.
- B. Authority exists in the law and funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment.
- C. DRCOG desires to engage the Contractor for the purchase of miscellaneous traffic signal equipment consistent with the adopted Traffic Signal System Improvement Program further described in this contract and Exhibit A.
- D. The Contractor agrees to comply with all applicable provisions of the contract between DRCOG and CDOT, which are incorporated herein by reference and made a part of this contract, as if fully set forth, in the monitoring and administration of this contract.

NOW, THEREFORE, it is hereby agreed that:

1. PURCHASE OF THE EQUIPMENT

- a. General Requirements. The Contractor shall administer and purchase the equipment that is described in the attached Exhibit A, which is made a part of this contract, in accordance with Title 49, Parts 18 and 19, as appropriate, of the Code of Federal Regulations regarding uniform administrative requirements for state and local governments and other non-profit organizations.
- b. Submissions of Proceedings, Contract, and Other Documents. The Contractor shall submit to DRCOG all data, reports, records, contracts, and other documents collected and developed by the Contractor relating to the project as DRCOG may require. The Contractor shall retain intact, for three years following project closeout, all contract documents, financial records, and supporting documents.

- c. Award of Contract. This contract is awarded to the Contractor based upon the Contractor's project application, which provides that the Contractor be responsible for all expenses associated with acquiring, installing, operating and maintaining the equipment, excluding the actual purchase cost of the equipment. Contractor agrees that Contractor costs for staff and subcontractors will not be reimbursable as part of this contract.
- d. No DRCOG Obligations to Third Parties. DRCOG shall not be subject to any obligations or liabilities to any person not a party to this contract in connection with the performance of this project pursuant to the provisions of this contract without its specific written consent. Neither the concurrence in, or approval of, the award of any contract or subcontract or the solicitation thereof nor any other act performed by DRCOG under this contract constitutes such consent.

2. ACCOUNTING RECORDS

- a. Accounts. The Contractor shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the equipment purchases to assure that funds are expended and accounted for in a manner consistent with the requirements of this contract, the contract between DRCOG and CDOT and all applicable federal and state laws, and their implementing regulations.
- b. Funds Received or Made Available. The Contractor shall appropriately record in the account all reimbursement payments received by it from DRCOG pursuant to this contract.
- c. Allowable Costs. Expenditures made by the Contractor shall be reimbursable as allowable costs to the extent they meet all of the requirements set forth below. Such expenditures must:
 - 1) Be made in conformance with the description, budget, and all other provisions of this contract.
 - 2) Be necessary for the accomplishment of this contract, and reasonable in the amount of goods and services provided.
 - 3) Be actual net costs to the Contractor (i.e., price paid minus any refunds, rebates, or other items of value received by Contractor that have the effect of reducing the cost actually incurred).
 - 4) Be incurred for equipment purchased only as described in Exhibit A, after the date of this contract.
 - 5) Be treated uniformly and consistently under generally accepted accounting principles.
 - 6) Be in conformance with the standards for allowability of costs set forth in Office of Management and Budget Circulars No. A-122 or A-87, as appropriate, regarding cost principles for nonprofit organizations and state and local governments.
- d. Documentation of Costs. Invoices, contracts, and/or vouchers detailing the nature of the charges shall support all equipment purchase costs charged to this contract.

- e. Checks, Orders, and Vouchers. Any check or order drawn up by the Contractor with respect to any item which is or will be chargeable against this contract will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.
- f. Audits and Inspections. At any time during normal business hours and as often as DRCOG, CDOT and U.S. Department of Transportation (hereinafter, "USDOT"), and/or the Comptroller General of the United States may deem necessary, there shall be made available to DRCOG, CDOT, USDOT and/or the Comptroller General, or any of their duly authorized representatives, for examination, all books, documents, papers, and records, whether in electronic, digital, hard-copy or other form, with respect to all matters covered by this contract and the Contractor will permit DRCOG, CDOT, USDOT, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this contract.

3. TIME OF PERFORMANCE

This contract shall commence upon execution and shall expire December 31, 2013.

4. COST OF EQUIPMENT PURCHASES

The cost for equipment purchases in which federal funds are participating shall not exceed Twenty-Nine Thousand Dollars (\$29,000.00) as described in the attached Exhibit A.

The Contractor agrees to provide all installation, operation and maintenance of the purchased equipment at its expense.

5. REQUEST FOR PAYMENT BY THE CONTRACTOR

- a. Award. DRCOG shall reimburse the Contractor up to Twenty-Nine Thousand Dollars (\$29,000.00) for the purchase of traffic signal equipment as described in the attached Exhibit A.
- b. Payment. Payment shall be made on the following basis: After receipt of the equipment, the Contractor shall submit the invoice to the DRCOG Accounting Department for reimbursement. DRCOG will incorporate the invoice into its next bill to CDOT. Upon receipt by DRCOG of payment from CDOT and upon verification by DRCOG that the Contractor has installed the equipment and that the equipment is operating as intended, DRCOG will reimburse the Contractor for the amount of allowable costs of the Contractor's invoice. It is the Contractor's sole responsibility to install the equipment and contact DRCOG for field verification prior to receiving reimbursement.

6. MANAGEMENT

- a. DRCOG Representative. DRCOG has designated **Greg MacKin non** as its representative who will coordinate reviews, approvals, and authorizations.
- b. Contractor's Representative. The Contractor has designated **Ladd Vostry** as its representative for this contract who shall be responsible for coordination and liaison with DRCOG on the equipment purchases associated with this contract. If at any time a contractor representative is not assigned for this contract, the Contractor shall immediately notify DRCOG and work shall be suspended until a representative has been assigned who is acceptable to DRCOG.
- c. By signing this contract, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

7. PERSONNEL

The Contractor represents it will provide and secure the personnel required in installing, maintaining and operating the equipment listed in Exhibit A. All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with DRCOG. Any subcontracts entered into by the Contractor associated with this Contract shall include a statement that the parties to the subcontract understand that DRCOG is not obligated or liable in any manner to the subcontractor or for the performance by the Contractor of its obligations under the subcontract.

8. TERMINATION

- a. Funds not Available. The parties expressly recognize that the Contractor is to be paid, reimbursed or otherwise compensated with federal and/or State funds which are available to DRCOG for the project. In the event that CM/AQ funds are not made available to DRCOG per Recital A, this contract shall terminate immediately. Contractor expressly understands and agrees that all of its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to DRCOG.
- b. Termination for Mutual Convenience. The parties may, with the concurrence of CDOT, terminate this contract if both parties agree that the equipment purchases specified in Exhibit A would not produce beneficial results.
- c. Termination of Contract for Cause. If through any cause, excluding force majeure, the Contractor shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, and has not corrected such breach within ten days of being given notice by DRCOG, DRCOG shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination for cause, which shall be effective upon receipt of the written notice.

In that event, DRCOG shall not be required to reimburse the Contractor for any equipment purchases not yet billed to CDOT, and Contractor shall be obligated to return any payments previously received under the provisions of this contract. Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for any damages sustained by DRCOG by virtue of any breach of the contract by the Contractor.

- d. Termination for the Convenience of DRCOG. DRCOG may terminate this contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for any equipment purchases made prior to the effective date of such termination, subject to field verifications being completed to the satisfaction of DRCOG.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees to comply with all federal and state laws, rule, regulations, and orders regarding equal employment opportunity, including Executive Order 11256, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

10. DISADVANTAGED BUSINESS ENTERPRISE

- a. Policy. DRCOG is committed to and has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. It is the policy of DRCOG to ensure that DBEs, as defined in Part 26, have an equal opportunity to participate in the performance of contracts and subcontracts receiving DOT funding assistance. Consequently, the DBE requirements of 49 CFR, Part 26 apply to this contract.
- b. DBE Obligation. The Contractor and its subcontractors agree to ensure that DBEs as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts receiving DOT funding assistance provided under this contract. In this regard, the Contractor and subcontractors shall take all necessary and reasonable steps in accordance with this policy to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Contractor and their subcontractors shall not discriminate on the basis of race, color, national origin, mental or physical handicap or sex in the award and performance of contracts and subcontracts receiving DOT funding assistance.

11. INTEREST OF MEMBERS OF DRCOG AND OTHERS

No officer, member, or employee of DRCOG and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

12. INTEREST OF THE CONTRACTOR

No officer, member, employee or agent of the Contractor or any other person who is authorized to exercise any functions or responsibilities in connection with the negotiating, review or approval of the undertaking or carrying out of any segment of the program contemplated by this contract shall have any financial or other personal interest, direct or indirect, in this contract or any subcontract thereunder, or in any real or personal property acquired therefore. Any person who shall involuntarily acquire any such incompatible or conflicting personal interest shall immediately disclose his/her interest to DRCOG in writing. Thereafter (s)he shall not participate in any action affecting the program under this contract unless DRCOG shall have determined that, in light of the personal interest disclosed, the participation in such action would not be contrary to the public interest.

13. INDEMNIFICATION

The Contractor is an independent contractor and not an employee of DRCOG. As an independent contractor, the Contractor is not entitled to workers' compensation benefits except as may be provided by the Contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all applicable federal and state income tax on any moneys earned or paid pursuant to this contract relationship. The parties agree that the Contractor is free from the direction and control of DRCOG except such control as may be required by any state or federal statute or regulation, and that DRCOG does not require the Contractor to work exclusively for DRCOG; does not establish a quality standard for the Contractor; does not provide training, or does not provide tools or benefits of performance by the Contractor except through a completion schedule.

To the extent allowable by law, the Contractor shall indemnify, save and hold harmless DRCOG, its officers, employees and agents, against any and all claims, damages, liability and court awards, including all costs, expenses, and attorney fees incurred as a result of any negligent act or omission of the Contractor, or its employees, agents, subcontractors or assignees related to this contract. The Contractor shall include language similar to the foregoing in any subcontract associated with this Contract, stating that the subcontractor agrees to indemnify, save and hold harmless DRCOG for negligent acts or omissions of the subcontractor, its employees, agents, subcontractors, and assignees.

The Contractor, as a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), shall maintain at all times during the term of this contract such liability insurance, by commercial policy or self-insurance,

as is necessary to meet its liabilities under the GIA. The Contractor shall show proof of such insurance satisfactory to DRCOG and CDOT, if requested by DRCOG or CDOT.

14. FEDERAL REQUIREMENTS

The Contractor shall at all times during the execution of this contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this contract. The Contractor shall also require compliance with these statutes and regulations in subcontract agreements associated with this contract.

The Contractor agrees to abide by and follow all applicable federal and state guidelines when expending any funds resulting from this contract. This includes, but is not limited to, the Procurement Standards set forth in Subpart C of OMB Circular A-110 and the applicable provisions of the Federal Acquisition Regulation ("FAR"), together with any additions or supplements thereto promulgated by the Funding Agency. Current regulations can be found at <http://www.acquisition.gov/far/>.

In addition, Contractor shall comply with all federal laws and regulations as may be applicable to the project, a list of which is set out at Exhibit J to the contract between DRCOG and CDOT and which list includes, without limitation, the following:

- a. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
- b. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3)(all contracts and subgrants for construction or repair).
- c. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5)(Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation. This Act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).
- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- e. Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

TO THE EXTENT ALLOWABLE BY LAW, the Contractor agrees to indemnify, save and hold harmless, DRCOG, its officers, employees, agents, subcontractors, and assignees should any applicable regulations not be followed.

15. CHANGES

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

16. GENERAL

This contract represents the entire agreement between the Contractor and DRCOG, replacing and superseding any previous contract, oral or written, which may have existed between the parties relating to the matters set forth herein.

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by DRCOG as provided herein in the event of such failure to perform or comply by Contractor.

17. CERTIFICATION FOR FEDERAL-AID CONTRACTS

For contracts that exceed \$100,000, Contractor, by signing this contract, certifies to the best of its knowledge and belief:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 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.
- b. 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 Member of Congress, or

an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor also agrees that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2012 and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**

CITY OF ENGLEWOOD

By: _____
Jennifer Schaufele
Executive Director

By: _____
Print: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Roxie Ronsen
Administrative Officer

By: _____
Print: _____
Title: _____

EXHIBIT A

DRCOG SIGNAL EQUIPMENT PURCHASE

SCOPE OF SERVICES

The City of Englewood will purchase traffic signal equipment for its traffic signal system on Oxford Street and Dartmouth Avenue. The equipment to be purchased and the locations for deployment consist of:

Location	Equipment	Estimated Cost
Oxford Street and Navajo Street	900 MHz spread spectrum Ethernet radios & antennas; and TS-2 Type 1 cabinet with ASC/3 controller and UPS	
Oxford Street and Broadway	900 MHz spread spectrum Ethernet radios & antennas	
Dartmouth Avenue from Zuni Street to Platte River Drive (3 locations)	900 MHz spread spectrum Ethernet radios & antennas (x3); and Ethernet switches (x2)	
Total Estimated Cost		\$29,000

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 61
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE AMENDING TITLE 11, CHAPTER 7, BY THE ADDITION OF A NEW PARAGRAPH 32, OF THE ENGLEWOOD MUNICIPAL CODE 2000 REGARDING THE CITY'S USE OF PUBLIC FACILITIES IN CITY RIGHTS-OF-WAY OR PUBLIC PLACES.

WHEREAS, the City Council of the City of Englewood, Colorado finds that the use of streets, alleys and other public places by utilities and providers of similar services within the City confers a public benefit on private sector, investor-owned entities; and

WHEREAS, the City Council further finds that some of these entities hold franchises from the City and pay certain compensation to the City, which in turn is often directly passed through by the private entity to its customers; and

WHEREAS, the City Council also finds that because the use of public property provides a direct and continuing benefit to private entities, it is both reasonable and appropriate, and an exercise of the City's general police power, that those who utilize public property should contribute to the City's ability to accomplish its public interest goals through the use of facilities located on public property in a manner that is not inconsistent with the facilities' primary use; and

WHEREAS, the City Council further finds that it is the intent of this Section to create a process by which, as additional consideration for the use of the City's streets, alleys and other public places which may be granted by the City; utilities and providers of similar services may also be required to make their facilities within the public property available for City use, to the extent that such use does and not create a material negative impact on a private entity's facilities or operations, and can be accomplished in a manner that is protective of public health and safety.

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 11, Chapter 7, of the Englewood Municipal Code 2000, entitled City Rights-Of-Way-Permits And Requirements, by the addition of a new Paragraph 32, to read as follows:

11-7: CITY RIGHTS-OF-WAY-PERMITS AND REQUIREMENTS.

11-7-32: Use of Public Rights-of-Way or other Public Places by Utilities and Similarly Situated Service Providers.

- A. Purpose. Every utility and every provider of similar service within the City, regardless of whether it holds a franchise from the City, may be required by the City to permit joint use of its facilities located in the streets, alleys, or other public places in the City, as such may be reasonably practicable. Examples of such joint use may include, but are not limited to, attachment of flags, banners, or similar signs announcing public events, holiday lights and other decorative attachments, pedestrian or other traffic related safety signs, flashing crosswalk lights, flower pots and baskets, and other similar attachments. Such use of said facilities by the City shall not create a material negative impact on a private entity's facilities or operations, and such use may only be considered when it can be accomplished, at the City's discretion, in a manner that is protective of public health and safety. Nothing contained herein shall limit the City's ability to enter into any other type of joint use agreement with utility and other service providers owning facilities located in City streets, alleys, or other public places.
- B. Standards. The City Manager or designee may adopt standards for use by the City of a private entity's facilities in City streets, alleys and other public places and shall apply such standards to all similarly situated facilities; provided, however, that such standards may be modified where unusual conditions indicate such a modification will allow for an adequate and safe utilization of such facilities.
- C. Enforcement.
1. If the utility or other service provider that is the owner of the facilities in the streets, alleys or other public places objects to any proposed City use of such facilities, the City shall be permitted to undertake a study to address the concerns raised by the facilities' owner. The owner of the facilities shall cooperate in providing the City any information reasonably needed to study and respond to the owner's objections. For purposes of this Section, an owner shall be deemed to have failed to cooperate if it does not provide the City with any information reasonably requested within seven (7) calendar days of a written request.
 2. If the City provides information to the utility or other service provider which reasonably demonstrates that its proposed use of the facility will not cause a material negative impact on the utility or other service provider's facilities or operations and will not negatively impact public health and safety, the facility owner shall allow the City's proposed use, subject to any conditions reasonably necessary to insure that the use will not cause the negative impacts described herein. Failure to make such facilities available for City use as provided herein shall be a violation of this Section and may be subject to the penalties under 1-4-1 EMC.
 3. It shall be unlawful for any person, including any representative or contractor of a utility or other service provider, to remove flags, banners, or similar signs announcing public events, holiday lights and other decorative attachments, pedestrian or other traffic related safety signs, flashing crosswalk lights, flower pots and baskets, and other similar attachments from facilities located in the streets, alleys, or other public places in the City without receiving advance written permission from the City Manager or designee.
 4. In addition to addressing violations of this Section, if a facility owner fails to make its facilities available after the City has provided the information described in Subsections 1 and 2 above, the City Manager or designee is authorized to withhold issuance of a building permit or any other required permit sought by the facility's owner until arrangements have

been made to the City's satisfaction that the requested City use of the facilities in the streets, alleys, or other public places is being provided.

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 November, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of November, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of November, 2012 for thirty (30) days.

Read by title and passed on final reading on the 3rd day of December, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 7th day of December, 2012.

Published by title on the City's official website beginning on the 5th day of December, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2012

COUNCIL BILL NO. 62
 INTRODUCED BY COUNCIL
 MEMBER WOODWARD

AN ORDINANCE AMENDING TITLE 3, CHAPTER 6, SECTION 1, SUBSECTION 1, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE FIREFIGHTERS' PENSION FUND.

WHEREAS, the adoption of this Ordinance does not substantially change the current level of Pension Plan benefits under the Firefighters' Pension Fund; and

WHEREAS, the current language of the Englewood Municipal Code conflicts with and is unnecessary under the Plan Document and Colorado Statutes; and

WHEREAS, the passage of this Ordinance modifies the Englewood Municipal Code to comply with Colorado Statutes and the City of Englewood Firefighters Pension Plan Document.

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 6, Section 1, Subsection 1, of the Englewood Municipal Code 2000, entitled "Firefighters' Pension Fund and Permanent Disability Benefits, by the addition of a new Paragraph C, to read as follows:

3-6-1: - Firefighters' Pension Fund and Permanent Disability Benefits.

3-6-1-1: - Firefighters' Pension Fund.

Commencing on January 1, 1977, there shall be deducted from the monthly salary of plan members hired prior to April 8, 1978, of the Englewood Fire Division a sum equal to five percent (5%) of said member's monthly salary pursuant to part 4, article 30, title 31 C.R.S., 1973, which sum shall be deposited in the City's Firefighters' Pension Fund.

- A. The City shall make contributions annually to the Firefighters' Pension Fund at a rate ~~to be determined by an actuarial study conducted in the following manner:~~ at least every three (3) years, ~~by the Firefighters' Pension Fund shall have an actuarial study prepared relating to the Firefighters' Pension Fund. The normal cost of the benefits afforded under the statutory Firefighters' Pension Fund plus any unfunded cost prorated~~

on a forty (40) year funding basis from January 1, 1982, of the benefits afforded under the Firefighters' Pension Fund. The resultant percentage Annual Required Contribution will be paid annually from general revenues of the City into the Firefighters' Pension Fund.

- B. In addition to the powers and obligations imposed upon the Board of Trustees of the Englewood Firefighters' Pension Board, by article 30, title 31, C.R.S. 1973, said Board shall have all powers necessary to supervise and administer the terms of this Section.
- C. The Pension Fund and Pension Plan shall be administered by the Plan document adopted by City Council resolution. City Council may amend the Pension Fund and Pension Plan as required by the Board of Trustees.

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 November, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of November, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of November, 2012 for thirty (30) days.

Read by title and passed on final reading on the 3rd day of December, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 7th day of December, 2012.

Published by title on the City's official website beginning on the 5th day of December, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 63
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE AUTHORIZING AN APPLICATION FOR AND ACCEPTANCE OF THE 2013 COLORADO OFFICE OF EMERGENCY MANAGEMENT'S (COEM) EMERGENCY MANAGEMENT PROGRAM GRANT (EMPG), LOCAL EMERGENCY MANAGER SUPPORT (LEMS) PROGRAM BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE STATE OF COLORADO DIVISION OF EMERGENCY MANAGEMENT.

WHEREAS, the Emergency Management Program Grants (EMPG) program is designed to provide supplemental funds for strengthening of local government emergency management offices in preparing their communities for disaster planning, mitigation, response and recovery, while conserving local resources; and

WHEREAS, the City of Englewood has an emergency management program that is growing in both achievement and capability by engaging staff members from across the full array of City services; and

WHEREAS, funds from this Grant support the City's emergency management program by:

- Fully funding the Emergency Management Specialist position.
- Reimbursing the City for a portion of the salary for the City's Emergency Management Coordinator's position.
- Training City staff in emergency management related activities.
- Purchasing equipment to assist the City's efforts in preparedness, resiliency and continuity of operations capabilities.
- Other expenses related to emergency management, including the City's continuity of operations planning process; hazard mitigation, and response and recovery planning; and

WHEREAS, the City of Englewood has consistently received EMPG grants, starting with the FY-2007-Supplemental Grant to assist in the development of the emergency management program for the City of Englewood; and

WHEREAS, the Colorado Division of Homeland Security and Emergency Management – Office of Emergency Management has stated that the EMPG program is expected to continue for the foreseeable future and have encouraged the City's participation; and

WHEREAS, the award is a soft-match so there are no direct costs to the City in accepting it; and

WHEREAS, required matching funds are accounted for through the existing salaries of full-time employees who work in emergency management as all or part of their duties; and

WHEREAS, the passage of this Ordinance will approve the application for the 2013 Emergency Management Performance Grant (EMPG) for funds of up to \$62,450.96 and the acceptance of the 2013 EMPG Grant funds, if awarded, by the City of Englewood, Colorado.

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 application for a 2013 Emergency Management Program Grant (EMPG) for funds up to \$62,450.96, and the acceptance of said grant, should it be awarded, attached hereto as Exhibit A.

Section 2. The City Manager is hereby authorized to sign the 2013 Emergency Management Program Grant Application for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 19th day of November, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of Noember, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of November, 2012 for thirty (30) days.

Read by title and passed on final reading on the 3rd day of December, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 7th day of December, 2012.

Published by title on the City's official website beginning on the 5th day of December, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

Colorado Division of Homeland Security and Emergency Management
 2013 EMPG-LEMS Annual Program Paper
 Part II. Jurisdiction Information and Signatures

Jurisdiction Name: City of Englewood

Emergency Program Manager

Name: Steve Green

Job Title: Emergency Management Coordinator

Mailing Address: 3615 S. Elati St. Englewood, CO 80110

Physical Address (if different):

Phone Contact Information

Office Phone number: 303-762-2476

24 Hour Emergency Line: 303-762-2438

Office Fax: 303-762-2406

Cellular: 303-356-5619

Pager:

E-Mail Address:

Employment Status (Please indicate how many)

Paid Full Time: 3 Paid Part Time: 1 Volunteer: Other:

Jurisdiction Job Title Program Manager Reports to: Richard Petau, Deputy Fire Chief

Hours worked per week for jurisdiction in all job titles: 40

Hours worked per week devoted to Emergency Management: 20

Additional Emergency Management Staff

Type of Employment	How many?	Total staff hours/week	Total E.M. hours/week
Paid full time professional	3	120	28
Paid full time clerical			
Paid part time professional	1	20	20
Paid part time clerical			
Volunteer			
Other personnel			

Senior Elected Official (Name and Title) _____ Randy Penn, Mayor _____

Chief Executive Officer (if different from above) _____ Gary Sears, City Manager _____

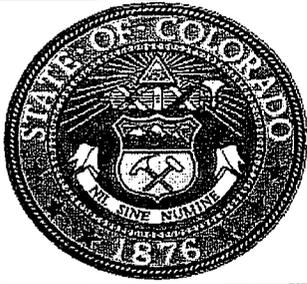
Signature/Chief Executive _____
 Randy p. Penn, Mayor

Signature/Emergency Manager/Coordinator _____

Date _____

Signature/COEM Regional Field Manager _____

Date _____



**Colorado Office of Emergency Management (COEM)
Emergency Management Program Grant (EMPG)
Local Emergency Manager Support (LEMS)
Program Funding Application**

Staffing Pattern for FFY2013

Note: This for MUST be resubmitted *whenever the jurisdiction has personnel changes.*

JURISDICTION:

1a) Employee Name	2) Classification Specification/Full Position Title	3) Date of Appoint- ment or Date Hired	4) Employee Status- Type of Appointment SEE INSTRUCTIONS
Stephen Green	Emergency Management Coord.	2/22/1982	Permanent - Exempt
Richard Petau	Deputy Fire Chief	10/1/1974	Permanent - Exempt
Glenda Bird	Technical Support Specialist	12/8/2008	Permanent - Non-exempt
Tim Englert	Police Commander, Communications	1/3/1983	Permanent - Exempt
Rose Lynch	Emergency Management Specialist	9/8/2008	Temporary - Non-exempt
Kerry Bush	Deputy City Clerk	3/30/1993	Permanent - Exempt
Scott Pantall	Emergency Dispatcher	10/7/2005	Permanent

1b) PAID Employee Name	5) Jurisdiction Gross Annual salary (All job titles)	6) Gross Annual Employer- Provided Benefits	7) Total Hours/ Week	8) LEM Hours/ Week	9) Percent LEM Hours/ Week	10) LEMS Eligible Salary	11) LEMS Eligible Benefits
Stephen Green	\$84,218	\$15,159	40	20	50%	\$42,109	\$7,580
Tim Englert	\$91,940	\$17,173	40	6	15%	\$13,791	\$2,576
Rose Lynch	\$12,000	\$0	20	20	100%	\$12,000	\$0
Glenda Bird	51,933	9000	40	2	5%	\$2,597	\$450
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
					0%	\$0	\$0
Totals	\$ 240,090.62	\$ 41,332.00				\$70,496	\$10,605
						Enter in Slot A On Funding Request	Enter in Slot B On Funding Request



Colorado Office of Emergency Management (COEM)
Emergency Management Program Grant (EMPG)
Local Emergency Manager Support (LEMS)
Program Funding Application

Staffing Pattern and Program Funding for FFY2013

Note: This for MUST be resubmitted *whenever the jurisdiction has personnel changes.*

JURISDICTION: City of Englewood

Salaries & Benefits		
A	LEMS Eligible Salary (Staffing Report Block 10 Total):	\$70,496
B	LEMS Eligible Benefits (Staffing Report Block 11 Total):	\$10,605
C	Total Salary and Benefits (a+b): \$ \$81,102	
Travel Expenses		
D	Local Travel (mileage, fleet expense, or other):	\$ 200.00
E	Out of State Travel:	\$ 400.00
F	Conference & Seminars (Registration Fees, Hotels, etc.):	\$ 2,500.00
G	Training (Registration Fees, hotels, etc.):	\$ 5,000.00
H	Per Diem:	\$ -
I	Other (Dues, Certifications and Membership Fees):	
J	Total Travel Expenses (D+E+F+G+H+I): \$ \$ 8,100.00	
Office Support Expenses (more than \$200 for year)		
K	Office Supplies and Materials:	\$ 500.00
L	Equipment Purchase: Remote data backup system:	\$ 35,000.00
M	Equipment Lease:	
N	Rent, Utilities, etc.:	
O	Printing & Copying:	\$ 200.00
P	Postage:	
Q	Other (Advertising = 1,000; Cell Phones = 2,040; Aircards = 960):	
R	Total Office Support Expenses (K+L+M+N+O+P+Q): \$ \$ 35,700.00	
S	Total Request (C+J+R):	\$ 124,901.93
T	Federal (Eligible for Reimbursement) Amount (One half of S):	\$ 62,450.96

Jurisdiction Emergency Manager Signature

Date

Jurisdiction Chief Financial Officer Signature

Date

CDEM Regional Field Manager Signature

Date

City of Englewood, Office of Emergency Management

Supplement to FFY 2013 EMPG Work Plan

Our principle focus for FFY 2013, outside of the information contained in the Work Plan Template, is three-fold.

First, our intent is to broaden the benefit of EMPG funding to include a wide array of projects across the City of Englewood. We will do this through actively encouraging hard matches for projects such as the data back-up system, much needed by the Information Technology Department. This will enable us to promote a wider scope of benefit and a greater impact on our general preparedness, while maximizing the City's tightly budgeted funds.

Second, our intent is to regularly train with personnel across the City in disaster mitigation, preparedness, response and recovery. We plan to include our elected officials, neighboring jurisdictions and Arapahoe County Emergency Management staff in this training.

Finally, our intent is to improve the City's capabilities and resiliency through completion of, and regular updates to, our Continuity of Operations Planning process. This process will help the City with day-to-day activities, as well as further enhance its disaster preparedness.

Stephen Green
Emergency Management Coordinator, City of Englewood

COUNCIL COMMUNICATION

Date December 3, 2012	Agenda Item 9 c i	Subject Resolution adopting an amendment to the City of Englewood Firefighters Pension Plan Document
Initiated By City of Englewood, Finance and Administrative Services Department		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City Council passed Ordinance 46, Series of 1999, adopting an amended City of Englewood Firefighters Pension Plan document. The Plan document has been amended from time to time

RECOMMENDED ACTION

Staff recommends the City Council approve the attached resolution adopting an amendment to the City of Englewood Firefighters Pension Plan Document.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This resolution does not substantially change the current level of pension benefits for the Firefighters Pension Plan participants. The resolution makes changes required by the Internal Revenue Service (IRS). The Plan document is amended to comply with standards necessary for the IRS Letter of Determination.

1. Amend Article I, Section 2.b(2) as follows, effective December 31, 2002, as required by the IRS:

(2) Effective December 31, 2002, the mortality table used to adjust any benefit or limitation under Code section 415(b)(2)(B), (C) or (D) is the table prescribed by Rev. Rul. 2001-62. Solely for purposes of Article XI hereof, on and after January 1, 1995, the mortality assumption for calculation shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1983 Group Annuity Mortality Table.

2. Amend Article XI, Section 1 and 2 as follows, effective January 1, 2002, (or as otherwise indicated), as required by the IRS:

ARTICLE XI

Annual Benefit and Contribution Limits~~(Effective January 1, 2008)~~

Section 1. Annual Benefit and Contribution Limits: The Plan incorporates by reference the requirements of Code Section 415 and, effective January 1, 2008, final regulations interpreting

Code Section 415, as applicable to this governmental retirement plan. The cost-of-living increase of Code Section 415(d) shall continue to apply to increase the dollar benefit limit of Code Section 415(b) after the Participant's severance from employment. The limitation on contributions of Code section 415(c) shall apply to Participant contributions that are made to the DROP account, as described in Section 2 below. The limitation year is the calendar year. The Plan incorporates by reference the requirements of Code Section 415 and final regulations interpreting Code Section 415, as applicable to this governmental retirement plan. The cost of living increase of Code Section 415(d) shall continue to apply to increase the dollar benefit limit of Code Section 415(b) after the Participant's severance from employment. The limitation on contributions of Code section 415(c) shall apply to Participant contributions that are made to the DROP account, as described in Article V, Section 8.d. The limitation year is the calendar year.

Section 2. Defined Contribution Plan Maximum Annual Additions. The Participant contributions to the DROP account, as described in Article IV Section 2 and in Article V Section 9.d, for any Limitation Year shall not exceed, when expressed as an annual addition to the Participant's DROP account and when added to the annual additions to the Participant's account for the Limitation Year under all other defined contribution plans maintained by the Employer or a predecessor employer (including voluntary employee contribution accounts in a defined benefit plan, mandatory contributions to a defined benefit plan as defined in Code section 411(c)(2)(C) and simplified employee pension plans) and all welfare benefit funds, as defined in Internal Revenue Code section 419(e), and any individual medical account, as defined in Internal Revenue Code section 415(1), the lesser of:

- (i) \$40,000, as adjusted under Internal Revenue Code section 415(d); or
- (ii) 100% of the Compensation paid to the Participant by the Employer in such year.

The Compensation limitation referred to in (ii) shall not apply to any contribution for medical benefits (within the meaning of section 401(h) or section 419A(f)(2) of the Code) which is otherwise treated as an annual addition under section 415(l)(1) or 419A(d)(2) of the Code. The Limitation Year is the calendar year.

Definition of Compensation. For purposes of this Section, Compensation shall mean wages within the meaning of Internal Revenue Code section 3401(a) (for purposes of income tax withholding at the source) but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed, and subject to the limitations of Code section 401(a)(17), as adjusted. Compensation for purposes of this Section shall include any elective deferral as defined in Code section 402(g)(3) and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code section 125 or 457. Compensation also includes elective amounts that are not includible in the gross income of a Participant by reason of Code section 132(f)(4).

For purposes of applying the limitations of this Article, Compensation for a Limitation Year is the Compensation actually paid or includible in gross income during such year.

Definition of Annual Addition. For the purposes of this Section, "annual addition" shall mean the sum allocated to a Participant's account for any Limitation year of:

- (i) Employer Contributions;

(ii) Employee Contributions;

(iii) Forfeitures;

(iv) Amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a Key Employee, as defined in Internal Revenue Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e) maintained by the Employer; and

(v) Amounts allocated after March 31, 1984 to an individual medical account (as defined in Internal Revenue Code section 415(l)(1)) which is part of a pension or annuity plan maintained by the Employer; and

(vi) Allocations under a simplified employee pension.

The term "annual addition" shall not include the allocation to a Participant's account of income, transfers from other qualified plans, or rollover contributions.

FINANCIAL IMPACT

None.

LIST OF ATTACHMENTS

Proposed resolution.

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION ADOPTING AMENDMENTS TO THE CITY OF ENGLEWOOD
FIREFIGHTERS PENSION PLAN DOCUMENT.

WHEREAS, the Englewood City Council adopted an amended City of Englewood Firefighters Pension Plan Document with the passage of Ordinance No. 46, 1999; and

WHEREAS, by the passage of C.B. 62, Series of 2012, the Firefighters' Pension Fund, Title 3, Chapter 6, Section 1, Subsection C, of the Englewood Municipal Code states: "The Pension Fund and Pension Plan shall be administered by the Plan document adopted by City Council resolution. City Council may amend the Pension Fund and Pension Plan as required by the Board of Trustees."

WHEREAS, the City of Englewood Firefighters Pension Plan Document has been amended from time to time; and

WHEREAS, the passage of this Resolution does not substantially change the current level of pension benefits for the Englewood Firefighters Pension Plan participants; and

WHEREAS, the passage of this Resolution does make changes required by the Internal Revenue Service (IRS) so the Plan Document complies with standards necessary for the IRS Letter of Determination.

NOW, THEREFORE, BE IT RESOLVED 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 the City of Englewood Firefighters Pension Plan Document Article I, Section 2(b)(2), effective December 31, 2002, as required by the IRS to read as follows:

- (2) Effective December 31, 2002, the mortality table used to adjust any benefit or limitation under Code section 415(b)(2)(B), (C) or (D) is the table prescribed by Rev. Rul. 2001-62. Solely for purposes of Article XI hereof, on and after January 1, 1995, the mortality assumption for calculation shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1983 Group Annuity Mortality Table.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending the City of Englewood Firefighters Pension Plan Document Article XI, Section 1 and 2, effective January 1, 2002, (or as otherwise indicated), as required by the IRS to read as follows:

ARTICLE XI

Annual Benefit and Contribution Limits (~~Effective January 1, 2008~~)

Section 1. Annual Benefit and Contribution Limits: The Plan incorporates by reference the requirements of Code Section 415 and, effective January 1, 2008, final regulations interpreting Code Section 415, as applicable to this governmental retirement

plan. The cost-of-living increase of Code Section 415(d) shall continue to apply to increase the dollar benefit limit of Code Section 415(b) after the Participant's severance from employment. The limitation on contributions of Code section 415(c) shall apply to Participant contributions that are made to the DROP account, as described in Section 2 below. The limitation year is the calendar year. The Plan incorporates by reference the requirements of Code Section 415 and final regulations interpreting Code Section 415, as applicable to this governmental retirement plan. The cost of living increase of Code Section 415(d) shall continue to apply to increase the dollar benefit limit of Code Section 415(b) after the Participant's severance from employment. The limitation on contributions of Code section 415(c) shall apply to Participant contributions that are made to the DROP account, as described in Article V, Section 8.d. The limitation year is the calendar year.

Section 2. Defined Contribution Plan Maximum Annual Additions. The Participant contributions to the DROP account, as described in Article IV Section 2 and in Article V Section 9.d, for any Limitation Year shall not exceed, when expressed as an annual addition to the Participant's DROP account and when added to the annual additions to the Participant's account for the Limitation Year under all other defined contribution plans maintained by the Employer or a predecessor employer (including voluntary employee contribution accounts in a defined benefit plan, mandatory contributions to a defined benefit plan as defined in Code section 411(c)(2)(C) and simplified employee pension plans) and all welfare benefit funds, as defined in Internal Revenue Code section 419(e), and any individual medical account, as defined in Internal Revenue Code section 415(1), the lesser of:

- (i) \$40,000, as adjusted under Internal Revenue Code section 415(d); or
- (ii) 100% of the Compensation paid to the Participant by the Employer in such year.

The Compensation limitation referred to in (ii) shall not apply to any contribution for medical benefits (within the meaning of section 401(h) or section 419A(f)(2) of the Code) which is otherwise treated as an annual addition under section 415(l)(1) or 419A(d)(2) of the Code. The Limitation Year is the calendar year.

Definition of Compensation. For purposes of this Section, Compensation shall mean wages within the meaning of Internal Revenue Code section 3401(a) (for purposes of income tax withholding at the source) but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed, and subject to the limitations of Code section 401(a)(17), as adjusted. Compensation for purposes of this Section shall include any elective deferral as defined in Code section 402(g)(3) and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code section 125 or 457. Compensation also includes elective amounts that are not includible in the gross income of a Participant by reason of Code section 132(f)(4).

For purposes of applying the limitations of this Article, Compensation for a Limitation Year is the Compensation actually paid or includible in gross income during such year.

Definition of Annual Addition. For the purposes of this Section, "annual addition" shall mean the sum allocated to a Participant's account for any Limitation year of:

- (i) Employer Contributions;

- (ii) Employee Contributions;
- (iii) Forfeitures;
- (iv) Amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a Key Employee, as defined in Internal Revenue Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e) maintained by the Employer; and
- (v) Amounts allocated after March 31, 1984 to an individual medical account (as defined in Internal Revenue Code section 415(l)(1)) which is part of a pension or annuity plan maintained by the Employer; and
- (vi) Allocations under a simplified employee pension.

The term "annual addition" shall not include the allocation to a Participant's account of income, transfers from other qualified plans, or rollover contributions.

ADOPTED AND APPROVED this 3rd day of December, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date December 3, 2012	Agenda Item 9 c ii	Subject Resolution adopting amendments to the City of Englewood Police Officers Pension Plan Document
Initiated By City of Englewood, Finance and Administrative Services Department		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City Council passed Ordinance 47, Series of 1999, adopting an amended City of Englewood Police Officers Pension Plan document. The Plan document has been amended from time to time.

RECOMMENDED ACTION

Staff recommends the City Council approve the attached resolution adopting amendments to the City of Englewood Police Officers Pension Plan Document.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This resolution does not substantially change the current level of pension benefits for the Police Officers Pension Plan participants. The resolution makes changes required by the Internal Revenue Service (IRS). The Plan document is amended to comply with standards necessary for the IRS Letter of Determination.

1. Amend Article I, Section 2.b(2) as follows, effective December 31, 2002, as required by the IRS:
 - (2) Effective December 31, 2002, the mortality table used to adjust any benefit or limitation under Code section 415(b)(2)(B), (C) or (D) is the table prescribed by Rev. Rul. 2001-62. Solely for purposes of Article XI hereof, on and after January 1, 1995, the mortality assumption for calculation shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1983 Group Annuity Mortality Table.
2. Amend Article XI, as follows, effective January 1, 2002 (or as otherwise indicated), as required by the IRS:

ARTICLE XI

Annual Benefit and Contribution Limits (Effective January 1, 2008)

Section 1. Annual Benefit and Contribution Limits: The Plan incorporates by reference the requirements of Code Section 415 and, effective January 1, 2008, final regulations interpreting

Code Section 415, as applicable to this governmental retirement plan. The cost-of-living increase of Code Section 415(d) shall continue to apply to increase the dollar benefit limit of Code Section 415(b) after the Participant's severance from employment. The limitation on contributions of Code section 415(c) shall apply to Participant contributions that are made to the DROP account, as described in Section 2 below. The limitation year is the calendar year.~~The Plan incorporates by reference the requirements of Code Section 415 and final regulations interpreting Code Section 415, as applicable to this governmental retirement plan. The cost of living increase of Code Section 415(d) shall continue to apply to increase the dollar benefit limit of Code Section 415(b) after the Participant's severance from employment. The limitation on contributions of Code section 415(c) shall apply to Participant contributions that are made to the DROP account, as described in Article V, Section 9.d. The limitation year is the calendar year.~~

Section 2. Defined Contribution Plan Maximum Annual Additions. The Participant contributions to the DROP account, as described in Article IV Section 2 and in Article V Section 9.d, for any Limitation Year shall not exceed, when expressed as an annual addition to the Participant's DROP account and when added to the annual additions to the Participant's account for the Limitation Year under all other defined contribution plans maintained by the Employer or a predecessor employer (including voluntary employee contribution accounts in a defined benefit plan, mandatory contributions to a defined benefit plan as defined in Code section 411(c)(2)(C) and simplified employee pension plans) and all welfare benefit funds, as defined in Internal Revenue Code section 419(e), and any individual medical account, as defined in Internal Revenue Code section 415(1), the lesser of:

- (i) \$40,000, as adjusted under Internal Revenue Code section 415(d); or
- (ii) 100% of the Compensation paid to the Participant by the Employer in such year.

The Compensation limitation referred to in (ii) shall not apply to any contribution for medical benefits (within the meaning of section 401(h) or section 419A(f)(2) of the Code) which is otherwise treated as an annual addition under section 415(l)(1) or 419A(d)(2) of the Code. The Limitation Year is the calendar year.

Definition of Compensation. For purposes of this Section, Compensation shall mean wages within the meaning of Internal Revenue Code section 3401(a) (for purposes of income tax withholding at the source) but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed, and subject to the limitations of Code section 401(a)(17), as adjusted. Compensation for purposes of this Section shall include any elective deferral as defined in Code section 402(g)(3) and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code section 125 or 457. Compensation also includes elective amounts that are not includible in the gross income of a Participant by reason of Code section 132(f)(4).

For purposes of applying the limitations of this Article, Compensation for a Limitation Year is the Compensation actually paid or includible in gross income during such year.

Definition of Annual Addition. For the purposes of this Section, "annual addition" shall mean the sum allocated to a Participant's account for any Limitation year of:

- (i) Employer Contributions;

(ii) Employee Contributions;

(iii) Forfeitures;

(iv) Amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a Key Employee, as defined in Internal Revenue Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e) maintained by the Employer; and

(v) Amounts allocated after March 31, 1984 to an individual medical account (as defined in Internal Revenue Code section 415(l)(1)) which is part of a pension or annuity plan maintained by the Employer; and

(vi) Allocations under a simplified employee pension.

The term "annual addition" shall not include the allocation to a Participant's account of income, transfers from other qualified plans, or rollover contributions.

FINANCIAL IMPACT

None.

LIST OF ATTACHMENTS

Proposed resolution.

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION ADOPTING AMENDMENTS TO THE CITY OF ENGLEWOOD POLICE OFFICERS PENSION PLAN DOCUMENT.

WHEREAS, the Englewood City Council adopted an amended City of Englewood Police Officers Pension Plan Document with the passage of Ordinance No. 47, 1999; and

WHEREAS, the Police Officers' Pension Fund, Title 3, Chapter 5, Section 1, Subsection B, of the Englewood Municipal Code states: "The Pension Fund and Pension Plan shall be administered by the Plan document as adopted by the City Council by resolution and which may be amended as required by the Board of Trustees."; and

WHEREAS, the City of Englewood Police Officers Pension Plan Document has been amended from time to time; and

WHEREAS, the passage of this resolution does not substantially change the current level of pension benefits for the Englewood Police Officers Pension Plan participants; and

WHEREAS, the passage of this resolution does make changes required by the Internal Revenue Service (IRS) so the Plan Document complies with standards necessary for the IRS Letter of Determination.

NOW, THEREFORE, BE IT RESOLVED 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 the City of Englewood Police Officers Pension Plan Document Article I, Section 2(b)(2), effective December 31, 2002, as required by the IRS to read as follows:

- (2) Effective December 31, 2002, the mortality table used to adjust any benefit or limitation under Code section 415(b)(2)(B), (C) or (D) is the table prescribed by Rev. Rul. 2001-62. Solely for purposes of Article XI hereof, on and after January 1, 1995, the mortality assumption for calculation shall be a unisex rate that is fifty percent (50%) male, fifty percent (50%) female, taken from the 1983 Group Annuity Mortality Table.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending the City of Englewood Police Officers Pension Plan Document Article XI, effective January 1, 2002 (or as otherwise indicated) as required by the IRS to read as follows:

ARTICLE XI

Annual Benefit and Contribution Limits (~~Effective January 1, 2008~~)

Section 1. Annual Benefit and Contribution Limits: The Plan incorporates by reference the requirements of Code Section 415 and, effective January 1, 2008, final regulations interpreting Code Section 415, as applicable to this governmental retirement

plan. The cost-of-living increase of Code Section 415(d) shall continue to apply to increase the dollar benefit limit of Code Section 415(b) after the Participant's severance from employment. The limitation on contributions of Code section 415(c) shall apply to Participant contributions that are made to the DROP account, as described in Section 2 below. The limitation year is the calendar year. The Plan incorporates by reference the requirements of Code Section 415 and final regulations interpreting Code Section 415, as applicable to this governmental retirement plan. The cost of living increase of Code Section 415(d) shall continue to apply to increase the dollar benefit limit of Code Section 415(b) after the Participant's severance from employment. The limitation on contributions of Code section 415(c) shall apply to Participant contributions that are made to the DROP account, as described in Article V, Section 9.d. The limitation year is the calendar year.

Section 2. Defined Contribution Plan Maximum Annual Additions. The Participant contributions to the DROP account, as described in Article IV Section 2 and in Article V Section 9.d, for any Limitation Year shall not exceed, when expressed as an annual addition to the Participant's DROP account and when added to the annual additions to the Participant's account for the Limitation Year under all other defined contribution plans maintained by the Employer or a predecessor employer (including voluntary employee contribution accounts in a defined benefit plan, mandatory contributions to a defined benefit plan as defined in Code section 411(c)(2)(C) and simplified employee pension plans) and all welfare benefit funds, as defined in Internal Revenue Code section 419(e), and any individual medical account, as defined in Internal Revenue Code section 415(1), the lesser of:

- (i) \$40,000, as adjusted under Internal Revenue Code section 415(d); or
- (ii) 100% of the Compensation paid to the Participant by the Employer in such year.

The Compensation limitation referred to in (ii) shall not apply to any contribution for medical benefits (within the meaning of section 401(h) or section 419A(f)(2) of the Code) which is otherwise treated as an annual addition under section 415(l)(1) or 419A(d)(2) of the Code. The Limitation Year is the calendar year.

Definition of Compensation. For purposes of this Section, Compensation shall mean wages within the meaning of Internal Revenue Code section 3401(a) (for purposes of income tax withholding at the source) but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed, and subject to the limitations of Code section 401(a)(17), as adjusted. Compensation for purposes of this Section shall include any elective deferral as defined in Code section 402(g)(3) and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code section 125 or 457. Compensation also includes elective amounts that are not includible in the gross income of a Participant by reason of Code section 132(f)(4).

For purposes of applying the limitations of this Article, Compensation for a Limitation Year is the Compensation actually paid or includible in gross income during such year.

Definition of Annual Addition. For the purposes of this Section, "annual addition" shall mean the sum allocated to a Participant's account for any Limitation year of:

- (i) Employer Contributions;

- (ii) Employee Contributions;
- (iii) Forfeitures;
- (iv) Amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account of a Key Employee, as defined in Internal Revenue Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e) maintained by the Employer; and
- (v) Amounts allocated after March 31, 1984 to an individual medical account (as defined in Internal Revenue Code section 415(l)(1)) which is part of a pension or annuity plan maintained by the Employer; and
- (vi) Allocations under a simplified employee pension.

The term "annual addition" shall not include the allocation to a Participant's account of income, transfers from other qualified plans, or rollover contributions.

ADOPTED AND APPROVED this 3rd day of December, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2012.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date December 3, 2012	Agenda Item 11 a i	Subject Change to Stormwater Ordinance 1-B-3 (a) (6) (i)t
INITIATED BY Utilities Department	STAFF SOURCE Stewart H. Fonda, Director of Utilities	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

None.

RECOMMENDED ACTION

The Water and Sewer Board, at their November 13, 2012 meeting, recommended Council approval of the Ordinance change to the Stormwater Section of the Englewood Municipal Code #12-5-9 regarding firefighting discharges to reflect "emergency firefighting," to allow compliance with the Colorado Department of Health's MS4 Permit.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Section I-B-3 (a) (6) (i) of the Municipal Separate Storm Sewer Systems (MS4) Permit allows discharges from emergency firefighting activities to be excluded from the prohibitions against non-stormwater discharges. The Englewood Municipal Code 12-5-9 does not have the word "emergency" included with firefighting discharges. If not limited to "emergency firefighting" the definition of "firefighting" may include maintenance of fire suppression systems and training, which may be a significant source of pollutant to the MS4.

Englewood Utilities submitted a self-audit report to the Colorado Department of Public Health and Environment (CDPHE) in accordance with Part II-A-8 on the MS4 Permit on October 15, 2012 to reflect that Englewood Utilities is progressing to be in compliance.

Being that the exact language used to identify the firefighting discharge in the Englewood Municipal code must be provided with the required submittal, it would be prudent to amend the Englewood Municipal Code 12-5-9 - Prohibited Discharges to reflect stormwater discharge would be a result of "emergency firefighting."

FINANCIAL IMPACT

None.

LIST OF ATTACHMENTS

Proposed Bill for Ordinance

**WATER & SEWER BOARD
MINUTES
TUESDAY, NOVEMBER 13, 2012**

COMMUNITY DEVELOPMENT CONFERENCE ROOM

Present: Oakley, Wiggins, Habenicht, Lay, Waggoner, Moore, Woodward

Absent: Penn, Burns

Also present: Yasser Abouaish - City Engineer, Stu Fonda - Director of Utilities

The meeting was called to order at 5:03 p.m.

1. MINUTES OF THE OCTOBER 9, 2012 WATER & SEWER BOARD MEETING AND PHONE VOTE OF OCTOBER 11, 2012.

The Minutes of the October 9, 2012 meeting were approved as written, per the phone vote on October 11, 2012.

Motion: To approve the October 9, 2012 Water Board Minutes as written.

Moved: Habenicht **Seconded:** Waggoner

Motion passed unanimously.

2. GUEST: STEVE NGUYEN AND MICHELLE HATCHER WITH CLEAR WATER SOLUTIONS, INC.

Steve Nguyen and Michelle Hatcher, consultants with Clear Water Solutions, appeared to discuss water conservation goals, measurements and programs. Water conservation options were discussed. The Board will review and discuss at the January or February, 2013 meeting. The 60 day public notice is scheduled to be published in February, 2013.

3. SOUTHGATE SUPPLEMENT #168 FOR 5440 S. COLORADO BLVD.

The Board reviewed the request from Southgate Sanitation District representing the owner, Martin Lawrence, for inclusion of Supplement #168.

Motion: To recommend Council approval of Southgate Supplement #168.

Moved: Waggoner **Seconded:** Habenicht

Motion passed unanimously.

4. CHANGE TO STORMWATER ORDINANCE 1-B-3(a).

The proposed change to Englewood Municipal Code Section 1-B-3(a) will clarify that stormwater discharge from firefighting efforts can only result from "emergency firefighting." This change will bring Englewood's ordinance in compliance with the Colorado Department of Health's MS4 Permit.

Motion: To recommend Council approval of the proposed change to the Englewood Municipal Code's Stormwater Ordinance 1-B-3(a) which limits discharges for firefighting activities to "emergency firefighting."

Moved: Woodward **Seconded:** Wiggins

Motion passed unanimously.

5. LETTER FROM JACK DERBY DATED OCT. 27, 2012 RE: ADVANCED SEWER PAYMENTS.

The Board received a Demand for Settlement or Arbitration letter dated October 27, 2012 from Mr. Derby, an outside district sewer customer, who had sent a letter expressing opposition to the existing sewer billing practice at the October 9, 2012 Water Board meeting. Mr. Derby's delinquent sewer account was filed as a tax lien with Arapahoe County.

**6. INFORMATIONAL ARTICLE:
SEPTEMBER 14, 2012 DENVER POST, "WELLS CHURN WATER
DEBATE."**

The Board received the above mentioned informational article.

7. OTHER.

There will not be a December, 2012 Water Board meeting.

The meeting adjourned at 5:45 p.m.

The next Water and Sewer Board meeting will be Tuesday, January 8, 2013 at 5:00 p.m.

Respectfully submitted,

Cathy Burrage
Recording Secretary

WATER & SEWER BOARD

PHONE VOTE – THURSDAY, NOVEMBER 15, 2012

Phone Vote Roll Call.

Contacted: Clyde Wiggins, Chuck Habenicht, Kells Waggoner, Jim Woodward, Linda Olson, Joe Lay, Wayne Oakley

Not Contacted: Randy Penn, Tom Burns

1. MINUTES OF THE NOVEMBER 13, 2012 MEETING.

Motion: Approve minutes of the November 13, 2012 Water and Sewer Board meeting.

Moved: Olson **Seconded:** Wiggins

Abstain: Burns, Penn

Motion passed unanimously.

The next Water and Sewer Board meeting will be Tuesday, January 8, 2013 at 5:00 p.m. in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 65
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 12, CHAPTER 5, SECTION 9, OF THE ENGLEWOOD MUNICIPAL CODE 2000, ENTITLED PROHIBITED DISCHARGES.

WHEREAS, Section 1B, 3(a)(6)(i), of the Municipal Separate Storm Sewer Systems (MS4) Permit allows discharges from emergency firefighting activities to be excluded from the prohibitions against non-storm water discharges; and

WHEREAS, the Englewood Municipal Code 12-5-9 does not have the word “emergency” included with firefighting discharges; and

WHEREAS, if not limited to “emergency firefighting” the definition of “firefighting” may include maintenance of fire suppression systems and training, which may be a significant source of pollutant to the Municipal Separate Storm Sewer Systems (MS4) Permit; and

WHEREAS, the exact language used to identify the firefighting discharge in the Englewood Municipal Code must be provided with the required submittal; and

WHEREAS, the passage of this Ordinance authorizes amending the Section 12-5-9, entitled “Prohibited Discharges” of the Englewood Municipal Code, to reflect storm water discharge would be a result of “emergency firefighting”; and

WHEREAS, the Water and Sewer Board recommended the approval of this amendment regarding firefighting discharges to reflect “emergency firefighting” to allow compliance with the Colorado Department of Health’s MS4 Permit at their November 13, 2012 meeting.

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 12 Chapter 5, Section 9, of the Englewood Municipal Code 2000, entitled Prohibited Discharges to read as follows:

12-5: STORM WATER UTILITY AND ENTERPRISE FUND

12-5-9: Prohibited Discharges.

- A. It shall be unlawful for any person to discharge or cause to be discharged to the storm drainage system any polluting material or any other material which is not composed entirely of storm water.
- B. It shall be complete defense to the application of this section that such discharge was made pursuant to an "NPDES" storm water discharge permit or resulted from emergency firefighting activities.
- C. Except as such may be identified by the City as sources of polluting materials, this section shall not apply to the following categories of non-storm-water discharges:
 - 1. Water line and fire hydrant flushing;
 - 2. Water-based fire suppression system testing;
 - ~~2~~ 3. Landscape irrigation;
 - ~~3~~ 4. Diverted stream flows;
 - ~~4~~ 5. Rising ground waters;
 - ~~5~~ 6. Uncontaminated ground water infiltration into the storm drainage system;
 - ~~6~~ 7. Uncontaminated pumped ground water;
 - 78. Discharges from potable water sources;
 - ~~8~~ 9. Foundation drains;
 - ~~9~~ 10. Air conditioning condensation;
 - ~~10~~ 11. Irrigation water;
 - ~~11~~ 12. Springs;
 - ~~12~~ 13. Water from crawl space pumps;
 - ~~13~~ 14. Footing drains;
 - ~~14~~ 15. Lawn watering;
 - ~~15~~ 16. Individual residential car washing;
 - ~~16~~ 17. Flows from riparian habitats and wetlands;
 - ~~17~~ 18. Dechlorinated swimming pool discharges; and
 - ~~18~~ 19. Street washwater.

D. Any person who violates any provision of this section shall be subject to a civil penalty of not more than nine hundred ninety-nine dollars (\$999.00) per day during which such violation occurs or continues, or, upon conviction, a criminal penalty punishable by a fine of not more than nine hundred ninety-nine dollars (\$999.00) per day during which such violation occurs or continues or by imprisonment for not more than three (3) months or by both.

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 December, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of December, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of December, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 3rd day of December, 2012.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date December 3, 2012	Agenda Item 11 a ii	Subject Bill for an Ordinance Approving the First Amendment to the Intergovernmental Agreement for Open Space Sales and Use Tax Shareback Funds
Initiated By City of Englewood, Finance and Administrative Services Department		Staff Source Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council passed Ordinance 48, Series of 2004, on final reading on August 16, 2004 to address the distribution and use of Shareback Funds derived from the Open Space Sales and Use Tax approved by Arapahoe County voters on November 4, 2003.

RECOMMENDED ACTION

Staff recommends City Council approve the attached bill for an ordinance.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

On November 4, 2003, voters of Arapahoe County approved a county-wide sales and use tax of one-quarter of one percent (.25 percent) for "specified Open Space objectives." The original Open Space Sales and Use Tax would have expired in 2013 without the voter approved extension (Ballot Issue 1A) which was approved by a margin of 62 to 38 percent on November 1, 2011.

This bill for ordinance extends the previously approved Agreement to reflect the extension of the Open Space Sales and Use Tax until December 31, 2023.

FINANCIAL IMPACT

The City will continue to eligible for a proportionate share of the Shareback Funds until December 31, 2023.

LIST OF ATTACHMENTS

Proposed bill for ordinance.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012 _____

COUNCIL BILL NO. 67
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT FOR OPEN SPACE SALES AND USE TAX
SHAREBACK FUNDS.

WHEREAS, in November 2003, the voters of Arapahoe County approved a county-wide sales and use tax of one-quarter percent on eligible sales which will expire in 10 years unless reauthorized by an affirmative vote, to be used for specific Open Space objectives as set forth in County Resolution No. 030381; and

WHEREAS, County Resolution No. 030381 provides for a shareback provision of the Open Space Sales and Use Tax ("Shareback Funds") to be distributed to municipalities wholly or partially within Arapahoe County; and

WHEREAS, the City Council of the City of Englewood authorized an intergovernmental agreement with Arapahoe County pertaining to "Open Space" Tax Shareback Funds by the passage of Ordinance No. 1, Series of 2004/2005; and

WHEREAS, in the 2012 Election the voters approved an extension of the Arapahoe County Open Space Sales and Use Tax to December 31, 2023 on November 1, 2012, which requires an amendment to the existing IGA the County has with each municipality participating in the shareback program; and

WHEREAS, the amendment outlines the County's intent to use its best efforts to provide a fifty percent share of money collected within City boundaries for Open Space projects and purposes; and

WHEREAS, the amendment also increases the amount of shareback funds, the City is allowed for maintenance; and

WHEREAS, the passage of this Ordinance authorizes the First Amendment to the IGA Open Space Sales and Use Tax Shareback Funds.

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 approves the First Amendment to Intergovernmental Agreement For Open Space Sales and Use Tax Shareback Funds extension to December 31, 2023, attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to sign for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 3rd day of December, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of December, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of December, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 3rd day of December, 2012.

Loucrishia A. Ellis

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR OPEN SPACE SALES AND USE TAX SHAREBACK FUNDS
(Between Arapahoe County and the City of Englewood)**

This First Amendment to the Intergovernmental Agreement between Arapahoe County and the City of Englewood is made this ____ day of _____, 2012 by and between the Board of County Commissioners of the County of Arapahoe, Colorado (the "County"), and the City of Englewood, a municipality and political subdivision of the State of Colorado (the "City").

WHEREAS, the County and the City entered into an Intergovernmental Agreement dated December 7, 2004, to address the distribution and use of Shareback Funds derived from the Open Space Sales and Use Tax originally approved by voters in 2003 (hereinafter "Agreement").

WHEREAS, the original Open Space Sales and Use Tax as authorized by Resolution No. 030381 was set to expire in 2013; and

WHEREAS, the Open Space Sales and Use Tax was recently extended through December 31, 2023 pursuant to Resolution 110637; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement for an additional 10 years, and to modify certain provisions of the Agreement.

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. The term of the Agreement shall be extended an additional 10 years, to and including December 31, 2023.
2. Within the body of the Agreement, all references to Resolution No. 030381 shall be modified to read "Resolution No. 030381 as amended by Resolution No. 110637."
3. Section 3 shall be amended by the addition of a new Subsection A which shall read as follows:

"If during each successive five year period beginning with the five year period from January 1, 2013 to December 31, 2017, the City has not received or been allocated, through a combination of Shareback funds, grant funds, joint project funds or other Arapahoe County Open Space Sales and Use Tax Funds, a return of a total of fifty percent of the sales and use tax revenues collected from within City boundaries within such five year period, then the County shall use its best efforts to contribute or expend a portion of its share of Arapahoe County Open Space Sales and Use Tax Funds on a joint project or projects within the boundaries of the City. The contribution or expenditure shall be in a total amount which equals or exceeds the difference between fifty percent of the tax revenues collected within the boundaries of the City during the five year period and the amount returned through Shareback, grant, joint project and other Open Space Sales and Use Tax Funds within such five year period. Any such contribution or

expenditure by the County shall be subject to the availability of Open Space Sales and Use Tax Funds and annual appropriation by the County, and subject to the availability and approval of the joint project or projects by the Board of County Commissioners after review and recommendation by the Open Space and Trails Advisory Board. The County shall be responsible for determining the amounts collected and returned for each five year period based upon its records and those provided by the Colorado Department of Revenue, and the County's determination on this issue shall be final."

4. Section 6 shall be amended by the addition of a new Subsection A which shall read as follows:

"Required Sign at Each Project Site. The City agrees to erect and permanently maintain at least one sign in a publicly visible area at each project site where Open Space Shareback funds are invested for the purposes of: a) acquiring land for open space, parks or trails; b) improving sites for parks, trails and open spaces; or c) other significant outdoor recreational purposes, in recognition of the Shareback funds from the Arapahoe County Open Sales and Use Tax. The location, form, design, and wording of such sign(s) shall be approved by the County prior to installation. Such sign(s) shall be erected prior to the site's public opening. Temporary construction signs shall also be erected in a publicly visible area to indicate where Open Space Shareback funds are invested."

5. Section 7 of the Agreement shall be modified to state as follows:

"Further, the parties agree that the City may use up to twenty percent (20%) of its Shareback Funds distributed by the County annually to maintain existing or new open space properties, trails, neighborhood and regional parks, and sports fields."

6. Except to the extent modified herein, all provisions of the Agreement shall remain in full force and effect.

7. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

The City of Englewood

By: _____ Date: _____
Randy P. Penn

Title: Mayor

Attest: _____
Loucrishia A. Ellis

Title: City Clerk

ATTEST:
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS

By: _____
Shannon Carter on behalf of
Board of County Commissioners
pursuant to Resolution No. 120113

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 58
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE APPROVING THE FLOOD MS PLANNED UNIT DEVELOPMENT (PUD), BY BARBURY HOLDINGS, LLC LOCATED AT THE NORTHEAST CORNER OF SOUTH BROADWAY AND KENYON AVENUE ALSO KNOWN AS 3695 SOUTH LINCOLN STREET, IN THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, Englewood School District #1 are the owners of the property at the Northeast corner of South Broadway and Kenyon Avenue, also known as 3695 South Lincoln Street, Englewood, Colorado; and

WHEREAS, the former Flood Middle School site consists of two parcels totaling 4.56 acres; and

WHEREAS, this property is the former Flood Middle School site and has been vacant since 2007; and

WHEREAS, the Englewood School District issued a request for proposals to redevelop the Flood Middle School property however, no viable development proposals has come forward except for Barbury PUD application; and

WHEREAS, in 2011 Barbury Holdings, LLC submitted a proposal to purchase the property and proposed development of the property to include a 350 maximum residential apartment units contained within two buildings, a multi-level parking structure which would be accessed off of South Lincoln Street, several courtyards, perimeter landscaping, and minimum 5 foot wide sidewalks, and all new and existing utilities within the property and abutting Right-of-Way would be placed underground; and

WHEREAS, the former Flood Middle School site existing Zone Districts are MU-R-3-B, MU-B-1, and R-2-B, all of which include multi-unit dwellings as permitted uses; and

WHEREAS, Barbury Holdings, LLC submitted an application to rezone the property to a Planned Unit Development (PUD) because the existing zoning designation would not accommodate the proposed development; and

WHEREAS, the proposed Flood MS Planned Unit Development will exceed the development quality standards required by the Englewood Unified Development Code for residential development; and

WHEREAS, the property cannot be developed, or no reasonable economic use of the property can be achieved, under the existing zoning, even through the use of conditional uses or a reasonable number of Zoning Variances or Administrative Adjustments; and

WHEREAS, the Planning and Zoning Commission held Public Hearing on September 18, 2012; and

WHEREAS, the Planning and Zoning Commission made the following findings:

1. The proposed rezoning is consistent with the Comprehensive Plan and the Unified Development Code.
2. The application is consistent with adopted and generally accepted standards of development in the City.
3. The application is consistent with the goals, objectives, design guidelines, policies and other ordinances, laws, or requirements of the City.
4. The resulting rezoned property will not have a significant negative impact on those properties surrounding the rezoned area and that the general public health, safety and welfare of the community are protected; and

WHEREAS, the Planning and Zoning Commission recommends approval of the Flood MS Planned Unit Development with the following conditions:

1. The maximum number of allowed units shall be 310.
2. A minimum 20% of the property shall be landscaped.

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

Section 1. The Flood MS Planned Unit Development (PUD), for property located at the northeast corner of South Broadway and Kenyon Avenue, in the City of Englewood, Colorado, attached hereto as Exhibit A, is hereby approved with the conditions noted above.

Introduced, read in full, and passed on first reading on the 5th day of November, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of November, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of November, 2012 for thirty (30) days.

A Public Hearing was held on the 19th day of November, 2012.

Read by title and passed on final reading on the 3rd day of December, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 7th day of December, 2012.

Published by title on the City's official website beginning on the 5th day of December, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

FLOOD MS PLANNED UNIT DEVELOPMENT

ENGLEWOOD, COLORADO

EXHIBIT A

SUBMITTAL:	06/04/12
REVISION #/DATE:	#01 07/23/12
REVISION #/DATE:	#02 08/20/12
REVISION #/DATE:	#03 09/07/12
REVISION #/DATE:	

P B A
 PROFESSIONAL BOUNDARY AND SURVEYORS
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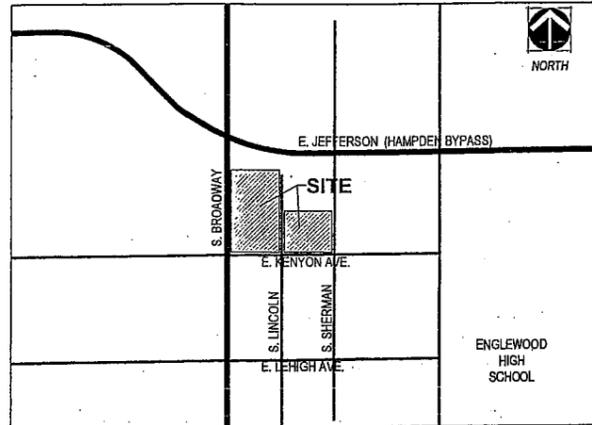
HARRIS KOCHER SMITH
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FLOOD MS
 PLANNED UNIT DEVELOPMENT
 ENGLEWOOD, COLORADO

VICINITY MAP

NOT TO SCALE



LEGAL DESCRIPTION

LOTS 13 THROUGH 19, INCLUSIVE AND 28 THROUGH 38, INCLUSIVE, BLOCK 1, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND LOTS 20 THROUGH 25, BLOCK 1, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND LOTS 10,11 AND 12, BLOCK 1, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND LOTS 6 THROUGH 9, INCLUSIVE AND 39 THROUGH 50, INCLUSIVE, BLOCK 1, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO, EXCEPT THAT PORTION CONVEYED TO THE CITY OF ENGLEWOOD IN DEED RECORDED JANUARY 24, 1958 IN BOOK 952 AT PAGE 79 AND THAT PORTION CONVEYED TO THE STATE DEPARTMENT HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO IN DEED RECORDED JULY 21, 1970 IN BOOK 1875 AT PAGE 110.

TOGETHER WITH

LOT 30 AND THE SOUTH ONE HALF OF LOT 31, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND LOTS 17 AND 18, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND LOT 19 AND THE NORTH ONE HALF OF LOT 20, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND THE NORTH ONE HALF OF LOT 31 AND ALL OF LOT 32, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND LOTS 24 AND 25, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND THE SOUTH ONE HALF OF LOT 20 AND ALL OF LOT 21, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND LOTS 28 AND 29, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND LOTS 33, 34 AND 35, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND LOTS 26 AND 27, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND LOTS 22 AND 23, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND LOTS 15 AND 16, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO, EXCEPT THAT PORTION CONVEYED TO THE CITY OF ENGLEWOOD BY DEED RECORDED OCTOBER 21, 1984 IN BOOK 1554 AT PAGE 390.

CONTAINING A TOTAL AREA OF 198,804 SQUARE FEET OR 4.56 ACRES.

PROJECT BACKGROUND

THIS PROJECT AT 3850 S. BROADWAY IS COMPRISED OF 2 PARCELS (PARCEL ID #2077-03-1-08-004 & #2077-03-1-09-006) TOTALING APPROXIMATELY 4.6 ACRES. THE FIRST (WEST) PARCEL (KNOWN HEREIN AS PARCEL 01) IS LOCATED AT THE NORTHEAST CORNER OF S. BROADWAY AND E. KENYON. THE SECOND (EAST) PARCEL (KNOWN HEREIN AS PARCEL 02) IS LOCATED DIRECTLY EAST OF THE WEST PARCEL AT THE NORTHEAST CORNER OF S. LINCOLN AND E. KENYON. PRESENTLY THE WEST PARCEL CONTAINS, THE NOW CLOSED, FLOOD MIDDLE SCHOOL WHICH WILL BE DEMOLISHED AS A PART OF THIS PROPOSED DEVELOPMENT. THE EAST PARCEL IS VACANT. THE CURRENT ZONING OF THE WEST PARCEL IS MU-R-3-B WITH THE NORTHERNMOST MOST PORTION BEING ZONED MU-B-1. THE WEST HALF OF THE EAST PARCEL IS MU-R-3-B AND THE EAST HALF OF THE EAST PARCEL ZONED R-2-B. THIS PUD WILL BRING ALL PARCELS UNDER THE SAME ZONING DESIGNATION AS OUTLINED WITHIN THIS PUD DOCUMENT. THE PLANNED UNIT DEVELOPMENT WILL BE PROCESSED PURSUANT TO THE APPLICABLE CITY REGULATIONS.

CONSTRUCTION/PHASING PLAN

INITIAL DEMOLITION OF THE EXISTING BUILDINGS ON-SITE SHALL TAKE APPROXIMATELY 3 MONTHS. ONCE DEMOLITION IS COMPLETE NEW CONSTRUCTION SHALL TAKE APPROXIMATELY 22 MONTHS. IT IS ANTICIPATED THAT THE FIRST RESIDENTIAL UNITS WILL BE READY FOR OCCUPANCY APPROXIMATELY 12 MONTHS AFTER NEW CONSTRUCTION BEGINS.

PUD DEVELOPMENT SUMMARY

THE APPLICANT PROPOSES TO DEVELOP A MAXIMUM OF 350 RESIDENTIAL 'FOR-RENT' APARTMENT UNITS CONTAINED WITHIN TWO BUILDINGS DEVELOPED ON PARCEL 01 AND PARCEL 02. PARKING SHALL MOSTLY BE PROVIDED IN A PARKING STRUCTURE THAT WILL PREDOMINANTLY BE WRAPPED/SCREENED BY THE APARTMENT BUILDING. VEHICULAR AND BICYCLE PARKING SHALL BE PROVIDED BASED ON MINIMUM CITY CODE REQUIREMENTS. SEVERAL COURTYARD/AMENITY AREAS ARE INCORPORATED INTO THE DESIGN THAT WILL ALSO INCLUDE LANDSCAPING.

THE PROPOSED PROJECT ADDRESSES THE CITY'S 3-PART STRATEGY OUTLINED IN THE 2003 ENGLEWOOD COMPREHENSIVE PLAN FOR GROWTH AND DEVELOPMENT IN THE CITY; REVITALIZATION, REDEVELOPMENT AND REINVENTION. THE ABANDONED FLOOD MIDDLE SCHOOL CURRENTLY OCCUPIES THIS SITE. THE PROPOSED PROJECT WILL REDEVELOP THIS SITE INTO A VIBRANT, HIGH QUALITY RESIDENTIAL COMMUNITY THAT FITS INTO THE EXISTING MIX OF USES THAT SURROUND THE SITE THAT INCLUDE A MIX OF SINGLE FAMILY, DUPLEX AND MULTI-FAMILY RESIDENCES, AS WELL AS COMMERCIAL/RETAIL USES. THIS PROJECT WILL REVITALIZE THIS ESTABLISHED NEIGHBORHOOD AREA AND PROVIDE A UNIQUE HOUSING OPTION FOR RESIDENTS IN THIS LOCATION. THIS PROJECT TAKES ADVANTAGE OF EXISTING COMMUNITY INFRASTRUCTURE AND TRANSPORTATION OPTIONS WHILE REINVESTING IN AN EXISTING ESTABLISHED NEIGHBORHOOD. THE ADDITIONAL RESIDENTS WILL TAKE ADVANTAGE OF THE EXISTING RETAIL IN THE NEIGHBORHOOD AND GENERATE TAX REVENUE THAT WILL BENEFIT PROGRAMS AND SERVICES PROVIDED BY THE CITY OF ENGLEWOOD.

PUD PLAN NOTES

1. THIS PROPERTY DOES NOT LIE WITHIN A 100-YEAR FLOODPLAIN.
2. ALL NEW AND EXISTING UTILITIES WITHIN THE PROPERTY AND ABUTTING RIGHT-OF-WAY SHALL BE PLACED UNDERGROUND.
3. ALL CONCRETE WORK DONE IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN CONFORMANCE WITH CONSTRUCTION STANDARDS AND CONCRETE SPECIFICATIONS FOR THE CITY OF ENGLEWOOD, COLORADO.
4. ANY NEW FIRE HYDRANTS SHALL BE TO THE CITY OF ENGLEWOOD REQUIREMENTS.
5. SUBDIVISION OF THE SITE SHALL BE COMPLETED UNDER SEPARATE DOCUMENT.
6. ALL STRUCTURES AND PROJECTIONS (UNLESS OTHERWISE NOTED WITHIN THIS PUD) SHALL BE CONSTRUCTED WITHIN BUILDING ENVELOPES AND BUILDING HEIGHT LIMITS.
7. THE DEVELOPER SHALL COMPLY WITH ALL APPLICABLE CITY CODES, REGULATIONS, AND STANDARDS NOT SPECIFICALLY ADDRESSED WITHIN THIS PUD.
8. IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFIC PROVISIONS OF THIS PUD AND TITLE 18, THE SPECIFIC PROVISIONS OF THIS PUD SHALL CONTROL.
9. THE EXISTING CITY DITCH MAY BE REALIGNED AS PART OF FUTURE DEVELOPMENT.

CONTACT LIST

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SIGNATURE BLOCKS

APPROVED FOR ENGLEWOOD SCHOOL DISTRICT

SIGNATURE _____ DATE _____

STATE OF COLORADO
 COUNTY OF _____
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D., 20____ BY _____ AS _____ OF _____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

ADDRESS _____

APPROVED FOR THE CITY OF ENGLEWOOD

PLANNING AND ZONING COMMISSION CHAIRPERSON _____ DATE _____

PLANNING AND ZONING COMMISSION RECORDING SECRETARY _____ DATE _____

MAYOR OF ENGLEWOOD _____ DATE _____

ATTESTED
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ A.D., 20____ BY _____ AS _____ OF _____

CITY CLERK _____

CLERK AND RECORDER'S OFFICE

THIS PLANNED UNIT DEVELOPMENT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY, COLORADO AT _____ O'CLOCK, _____ M. THIS _____ DAY OF _____, 20____

RECEPTION NUMBER _____ BOOK NUMBER _____ PAGE NUMBER _____

CLERK AND RECORDER _____ BY: DEPUTY _____

SHEET TITLE:
 COVER SHEET

SHEET #:
 01 of 08

FLOOD MS PLANNED UNIT DEVELOPMENT

ENGLEWOOD, COLORADO

SUBMITTAL:	08/04/12
REVISION #/DATE:	#01 07/23/12
REVISION #/DATE:	#02 08/20/12
REVISION #/DATE:	#03 09/07/12
REVISION #/DATE:	

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FLOOD MS
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

ARCHITECTURAL CHARACTER

THE ARCHITECTURAL CHARACTER OF THIS DEVELOPMENT SHALL BE URBAN IN CHARACTER AND WILL PROVIDE FOR A PEDESTRIAN SCALE ALONG THE STREET LEVEL. DESIGN SHALL INCLUDE THE FOLLOWING:

- a. A MINIMUM OF ONE 5' BUILDING PLANE CHANGE EVERY 45 LINEAR FEET. THIS MAY BE ACCOMPLISHED IN A NUMBER OF WAYS INCLUDING RECESSED BALCONIES OR PORCHES, BUT SHALL NOT INCLUDE CANTILEVERED BALCONIES OR PORCHES. PARKING GARAGES ARE EXCLUDED FROM THIS BUILDING PLANE CHANGE REQUIREMENT.
- b. A MINIMUM OF 3 DIFFERENT MATERIAL PATTERNS AND COLOR CHANGES SHALL BE INCORPORATED INTO THE BUILDING DESIGN. IT IS ENCOURAGED THAT THESE MATERIALS ARE DISTRIBUTED AS EVENLY AS POSSIBLE THROUGHOUT THE BUILDING DESIGN. AT LEAST ONE ADDITIONAL COLOR AND/OR MATERIAL WILL BE USED TO DIFFERENTIATE IMPORTANT ARCHITECTURAL ELEMENTS SUCH AS CORNERS, ENTRIES, AND COMMON USE AREAS.
- c. AN AVERAGE OF 30% OF THE BUILDING FAÇADE SHALL CONSIST OF MASONRY, WHICH MAY INCLUDE BRICK, STONE, AND/OR CMU. NO ELEVATION FACING A PUBLIC STREET SHALL HAVE LESS THAN 20% MASONRY.
- d. STUCCO, STONE, CMU, BRICK, CEMENTITIOUS (INCLUDING JAMES HARDIE & SIMILAR), AND METAL SIDING ARE PERMISSIBLE BUILDING MATERIALS.
- e. AT THE CORNER OF S. BROADWAY AND KENYON THE BUILDING FAÇADE SHALL BE 80% TRANSPARENT FOR A HEIGHT OF AT LEAST 20', ACTIVATING THE STREET WITH THE ACTIVITY OF THE AMENITY AREAS WITHIN THE CLUBHOUSE.
- f. PREDOMINANT BUILDING ENTRIES SHALL BE CLEARLY DEFINED AND MAY CONSIST OF ELEMENTS SUCH AS; CANOPIES, OVERHANGS, PEAKED ROOFS, ARCHES, AND/OR OUTDOOR AMENITIES (I.E. BENCHES, BOLLARDS, PEDESTRIAN LIGHTS, AND SIMILAR).
- g. ROOFS MAY BE SLOPED AND/OR FLAT WITH SLOPED ROOFS RANGING FROM A MINIMUM 4:12 TO A MAXIMUM OF 8:12.

FUTURE DEVELOPMENT SHALL INCORPORATE THE AFOREMENTIONED FEATURES TO CREATE AESTHETICALLY PLEASING BUILDINGS THAT HAVE STRONG ARCHITECTURAL CHARACTER WITH HIGH QUALITY FINISHES.

PUD DISTRICT PLAN DEVELOPMENT STANDARDS

- A. GENERAL REGULATIONS: UNLESS OTHERWISE PROVIDED FOR IN THIS PUD OR SUBSEQUENT AMENDMENTS, THE PROVISIONS, STANDARDS, REGULATIONS AND PROCEDURES PERTINENT TO AN APPLICATION FOR THE DEVELOPMENT OF LAND WITHIN THIS PUD ZONE DISTRICT SHALL COMPLY WITH THE MU-R-3-B ZONE DISTRICT OF THE CITY OF ENGLEWOOD AND RELATED ZONING REGULATIONS IN EFFECT AT THE TIME ANY FUTURE APPLICATION IS FILED WITH THE CITY.
- B. PERMITTED LAND USES:
 1. MULTI UNIT DWELLING (INCLUDING ANCILLARY USES SUCH AS LEASING OFFICE, PRIVATE RECREATION FACILITIES, ETC.)
 2. SURFACE PARKING
 3. PARKING GARAGE
- ACCESSORY USE:
 1. HOME OCCUPATION AS DEFINED IN THE UNIFIED DEVELOPMENT CODE (UDC)
- PERMITTED ACCESSORY STRUCTURES:
 1. POOL EQUIPMENT/MAINTENANCE BUILDING - 1 PERMITTED AT 250 SF EACH
 2. TRELIS - MAXIMUM 3 PERMITTED AT 250 SF EACH
 3. GAZEBO - MAXIMUM 3 PERMITTED AT 250 SF EACH
- C. UNLISTED USES
PROCEDURES FOR APPROVAL OF USES NOT LISTED IN THE ABOVE PERMITTED USES SHALL BE GOVERNED BY TITLE 16 PROVISIONS FOR UNLISTED USES.
- D. DEVELOPMENT STANDARDS
THE FOLLOWING STANDARDS APPLY TO PARCEL 01 AND PARCEL 02 UNLESS OTHERWISE NOTED.
 1. MAXIMUM BUILDING HEIGHT:
 - a. PARCEL 01 - APPROXIMATELY 60' TO 78' ABOVE GRADE OF ADJACENT RIGHT-OF-WAY (MAXIMUM U.S.G.S ELEVATION OF 5,416')
 - b. PARCEL 02 - APPROXIMATELY 60' TO 70' ABOVE GRADE OF ADJACENT RIGHT-OF-WAY (MAXIMUM U.S.G.S ELEVATION OF 5,414')
 - c. ANTENNAS, MECHANICAL EQUIPMENT, ELEVATOR PENTHOUSES, CHIMNEYS, AND SIMILAR ARE EXCLUDED FROM THIS LIMITATION.
 2. MAXIMUM PERMITTED RESIDENTIAL UNITS:
 - a. 76.75 DU/AC OR 350 UNITS (TOTAL COMBINED FOR PARCELS 01 & 02)
 - b. PROJECTED UNIT SCHEDULE:
 - 1-BEDROOM - ~65%
 - 2-BEDROOM - ~30%
 - 3-BEDROOM - ~5%

* NOTE: UNIT SCHEDULE SUBJECT TO CHANGE BASED ON CURRENT MARKET CONDITIONS AT TIME OF CONSTRUCTION. FINAL BREAKDOWN WILL BE PROVIDED AT TIME OF BUILDING PERMIT.

PUD DISTRICT PLAN DEVELOPMENT STANDARDS (CONT.)

3. SETBACKS

BUILDING (INCLUDES PARKING STRUCTURES)	PARCEL 01	PARCEL 02
FROM S. BROADWAY ROW	0'	N/A
FROM E. KENYON ROW	10'	10'
FROM S. LINCOLN ROW	5'	5'
FROM S. SHERMAN ROW	N/A	10'
FROM NORTH BOUNDARY (PARCEL 01)	10'	N/A
FROM NORTH BOUNDARY ADJACENT TO ALLEY	N/A	5'
FROM NORTH BOUNDARY ADJACENT TO EXISTING RESIDENTIAL	N/A	10'
FROM INTERNAL LOT LINE	0'	0'

SURFACE PARKING	PARCEL 01	PARCEL 02
FROM BUILDINGS	0'	0'
FROM PUBLIC ROW	5'	5'

4. BULK STANDARDS:

- a. MAXIMUM LOT COVERAGE: PARCEL 01 - 75%, PARCEL 02 - 80%
- b. BUILD TO LINE - AT LEAST 33% OF THE BUILDING FRONTAGE ALONG S. BROADWAY SHALL BE BUILT NO FURTHER BACK THAN 5' FROM THE PROPERTY LINE.
- c. BUILD TO LINE - NO MORE THAN 33% OF BUILDING WILL BE SETBACK GREATER THAN 25' FROM S. BROADWAY.
- d. STANDARD BULK PLANE REQUIREMENTS AS DEFINED BY THE CITY OF ENGLEWOOD SHALL ONLY APPLY TO THE EASTERN HALF OF THE NORTHERN BOUNDARY OF PARCEL 02, WHERE THE BUILDING IS DIRECTLY ADJACENT TO EXISTING RESIDENTIAL AND NOT THE PORTION OF THE NORTHERN BOUNDARY THAT IS DIRECTLY ADJACENT TO THE ALLEYWAY.

5. PARKING STANDARDS:

- a. PARKING REQUIREMENTS SHALL BE MET PER CITY OF ENGLEWOOD REQUIREMENTS AS SPECIFIED IN SECTION 16-6-4 AND OUTLINED IN TABLE 16-6-4.1 "MINIMUM OFF-STREET PARKING REQUIREMENTS."
- b. ADEQUATE AREA FOR SNOW STORAGE SHALL BE PROVIDED ON-SITE AND SHALL BE IDENTIFIED AT TIME OF BUILDING PERMIT.

6. SIGNAGE STANDARDS:

- a. SIGNAGE STANDARDS SHALL MEET STANDARDS AS AMENDED FOR THE MU-B-1 ZONE DISTRICT WITH THE FOLLOWING EXCEPTION:
 - a.a. PROJECTING SIGNS ARE PERMITTED A MAXIMUM HEIGHT OF 50' ABOVE GRADE.

7. LANDSCAPE STANDARDS:

- a. A COMPLETE LANDSCAPE PLAN SHALL BE PROVIDED AT TIME OF BUILDING PERMIT.
- b. 15% OF THE TOTAL COMBINED AREA OF PARCELS 01 & 02 IS REQUIRED FOR PUBLIC AND/OR PRIVATE LANDSCAPE AREA. DUE TO ITS URBAN NATURE, UP TO 50% OF THE PROVIDED COURTYARDS/PLAZAS, ENHANCED PAVING WITHIN THE STREETScape ZONE, BUFFER LANDSCAPE ZONE, AND INTERIOR LANDSCAPE ZONES 01 & 02 MAY COUNT TOWARDS THIS REQUIREMENT, THIS INCLUDES IMPROVEMENTS MADE WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, BUT EXCLUDES THE 5' SIDEWALKS ALONG BROADWAY, KENYON, SHERMAN, AND LINCOLN. A MINIMUM OF 50% OF THE REQUIRED LANDSCAPE SHALL BE LIVING LANDSCAPE.
- c. MINIMUM LANDSCAPE SIZE AND QUANTITIES SHALL BE PROVIDED PER CITY OF ENGLEWOOD REQUIREMENTS.

8. PUBLIC LAND DEDICATIONS REQUIREMENTS:

- a. PARKS, TRAILS, AND OPEN SPACE LAND DEDICATION SHALL BE DETERMINED BY SEPARATE AGREEMENT.

PUD DISTRICT PLAN DEVELOPMENT STANDARDS (CONT.)

9. SCREENING:

- a. A MAXIMUM 8' TALL, FULLY OPAQUE SCREEN WALL/FENCE MAY BE USED ON THE NORTHERN BOUNDARY OF PARCEL 02 TO SCREEN BETWEEN EXISTING AND PROPOSED USES. MATERIALS SHALL BE CONSISTENT WITH THE OVERALL BUILDING DESIGN AND WILL BE DETERMINED AT TIME OF BUILDING PERMIT. LANDSCAPE THAT INCLUDES A MIX OF DECIDUOUS AND EVERGREEN SHRUBS, ORNAMENTAL GRASSES AND/OR PERENNIALS WILL BE INCORPORATED ADJACENT TO THE FENCE WHERE ADEQUATE LANDSCAPE AREA IS PROVIDED. (AREAS MORE THAN 5' AWAY FROM BUILDING FOUNDATION). QUANTITIES SHALL BE PER CITY OF ENGLEWOOD REQUIREMENTS. ALL OTHER PROJECT AREAS MUST MEET SCREENING STANDARDS AS REQUIRED BY THE CITY OF ENGLEWOOD.

10. LIGHTING:

- a. ALL ON-SITE LIGHTING SHALL USE FULL CUT-OFF LIGHT FIXTURES AND NOT EXCEED 0.5 FOOT CANDLES AT THE PROPERTY LINE.

11. MISC. ADDITIONAL STANDARDS:

- a. WASTE AND RECYCLE COLLECTION: ALL FACILITIES FOR WASTE AND RECYCLE COLLECTION WILL BE INTERNAL TO THE BUILDING. NO FACILITIES WILL BE VISIBLE FROM THE PUBLIC WAY OR ADJACENT PROPERTIES. NO STORAGE WILL BE EXTERNAL TO THE BUILDING, EXCEPT FOR TEMPORARY STAGING DURING WASTE AND RECYCLE REMOVAL TIMES.
- b. SIDEWALKS SHALL BE A MINIMUM OF 5' IN WIDTH.

E. MODIFICATIONS

THE FOLLOWING MODIFICATION PROCEDURES ARE CONSISTENT WITH THE PUD MODIFICATION PROCEDURES OF THE CITY OF ENGLEWOOD TITLE 16, ZONING REGULATIONS, AS MODIFIED BELOW:

1. DISTRICT PLAN - THE TERMS, CONDITIONS, THE ADOPTED PUD DISTRICT PLAN AND DOCUMENTS MAY BE CHANGED AND/OR AMENDED IN WHOLE OR IN PART AS FOLLOWS -

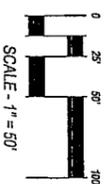
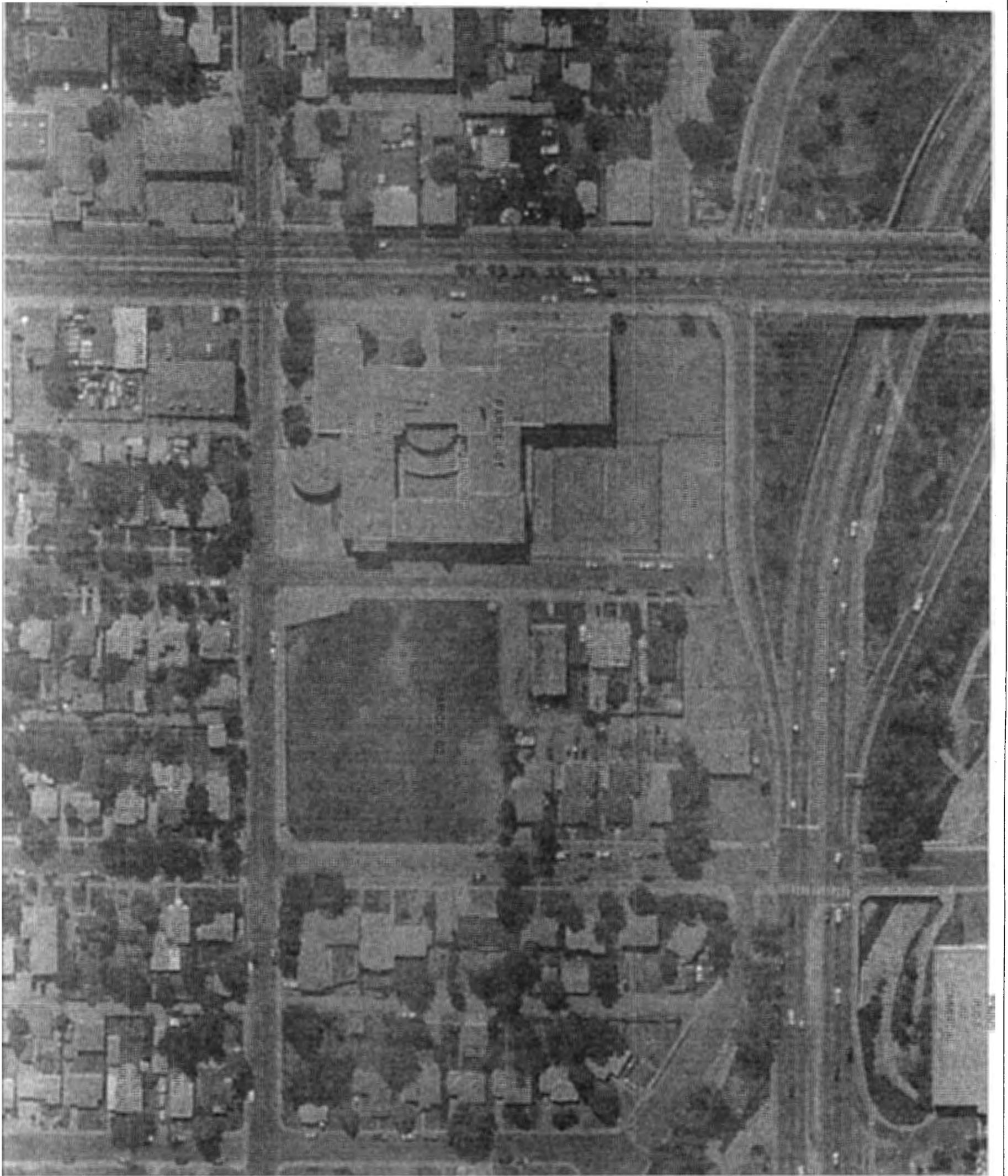
- a. MINOR MODIFICATIONS TO THE PUD DISTRICT PLAN: THE CITY MANAGER OR HIS DESIGNEE MAY APPROVE MINOR MODIFICATIONS IN THE LOCATION, SIZING, AND HEIGHT OF STRUCTURES OR FACILITIES IF REQUIRED BY ENGINEERING OR OTHER CIRCUMSTANCES NOT FORESEEN AT THE TIME THE PUD DISTRICT PLAN WAS APPROVED. MINOR MODIFICATIONS SHALL NOT BE PERMITTED IF THE MODIFICATION RESULTS IN ANY OF THE CIRCUMSTANCES LISTED IN E.2.a OF THIS PUD.
- b. MAJOR MODIFICATIONS TO THE PUD DISTRICT PLAN: MAJOR MODIFICATIONS MAY BE MADE TO THE APPROVED PUD DISTRICT PLAN PURSUANT TO THE SAME LIMITATIONS AND REQUIREMENTS BY WHICH SUCH PLANS AND DOCUMENTS WERE ORIGINALLY APPROVED.

2. SITE PLAN -

- a. MINOR MODIFICATIONS TO THE PUD SITE PLAN: THE CITY, THROUGH THE DEVELOPMENT REVIEW TEAM, MAY AUTHORIZE MINOR DEVIATIONS FROM THE PUD SITE PLAN WHEN SUCH DEVIATIONS APPEAR NECESSARY IN LIGHT OF TECHNICAL OR ENGINEERING CONSIDERATIONS. MINOR DEVIATIONS SHALL NOT BE PERMITTED IF ANY OF THE FOLLOWING CIRCUMSTANCES RESULT:
 - a.a. A CHANGE IN THE CHARACTER OF THE DEVELOPMENT; OR
 - a.b. A CHANGE IN THE PERMITTED LAND USES; OR
 - a.c. A CHANGE IN THE GENERAL LOCATION OF LAND USES; OR
 - a.d. AN INCREASE IN THE MAXIMUM HEIGHT OF ANY BUILDING OF MORE THAN 5% OR
 - a.e. AN INCREASE IN THE NUMBER OF DWELLING UNITS, OR IN THE RATIO OF THE GROSS FLOOR AREA OF STRUCTURES TO THE LAND AREA, OR INCREASES IN THE PROPOSED GROSS FLOOR AREA WITHIN ANY PARTICULAR LAND USE OF MORE THAN 2%;
 - a.f. A REDUCTION IN THE SETBACKS FROM PROPERTY LINES MORE THAN 10%; OR
 - a.g. AN INCREASE OF MORE THAN 10%, IN GROUND COVERAGE BY STRUCTURES OR SURFACE PARKING; OR
 - a.h. A REDUCTION BY MORE THAN 5% IN THE LAND AREA DESIGNATION FOR LANDSCAPING; OR
 - a.i. A REDUCTION IN THE RATIO OF OFF-STREET PARKING AND LOADING SPACE TO GROSS FLOOR AREA OR NUMBER OF DWELLING UNITS.
- b. SITE PLAN AMENDMENTS NOT MEETING THE ABOVE REQUIREMENTS: ALL PUD SITE PLANS APPROVED AND RECORDED MAY ONLY BE AMENDED PURSUANT TO THE SAME PROCEDURE AND SUBJECT TO THE SAME LIMITATION AND REQUIREMENTS BY WHICH SUCH PLANS WERE APPROVED.

SHEET TITLE:
DISTRICT PLAN

SHEET #:
02 of 08



--- ZONING BOUNDARY

SHEET TITLE:
EXISTING SITE PLAN

SHEET #:
03 OF 08

FLOOD MS
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

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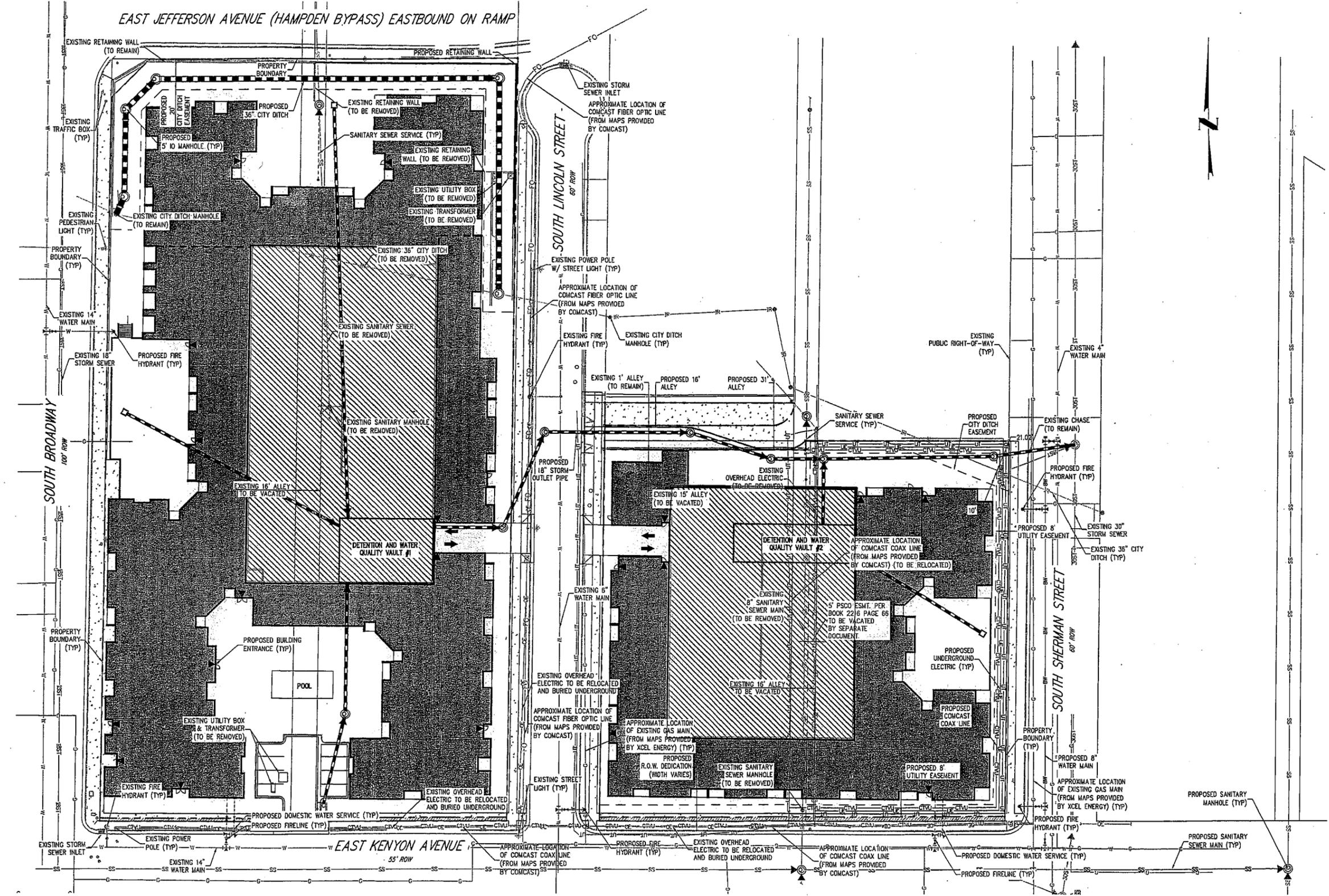
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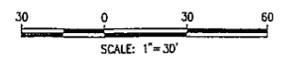
ph: 303 592-2904
fx: 303 592-2387
BTM:

SUBMITTAL:	06/04/12
REVISION #/DATE:	#01 07/23/12
REVISION #/DATE:	#02 08/20/12
REVISION #/DATE:	#03 09/07/12
REVISION #/DATE:	
REVISION #/DATE:	



NOTES:

1. UTILITY SERVICE LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO CHANGE DURING THE SITE DESIGN AND CIVIL CONSTRUCTION PLAN PROCESS. FINAL LOCATION TO BE DETERMINED AT TIME OF BUILDING PERMIT.
2. EXISTING UTILITY LOCATIONS ARE APPROXIMATE AND WERE LOCATED FROM UTILITY MAPS.



SHEET TITLE:
PROPOSED UTILITY PLAN

SHEET #:
05 OF 08

SUBMITTAL:	06/04/12
REVISION #/DATE:	#01 07/23/12
REVISION #/DATE:	#02 08/20/12
REVISION #/DATE:	#03 09/07/12
REVISION #/DATE:	

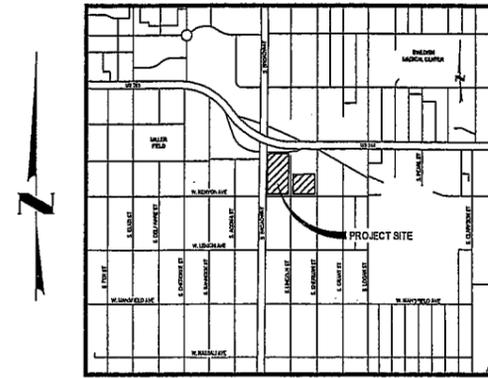
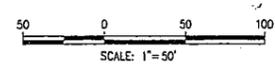
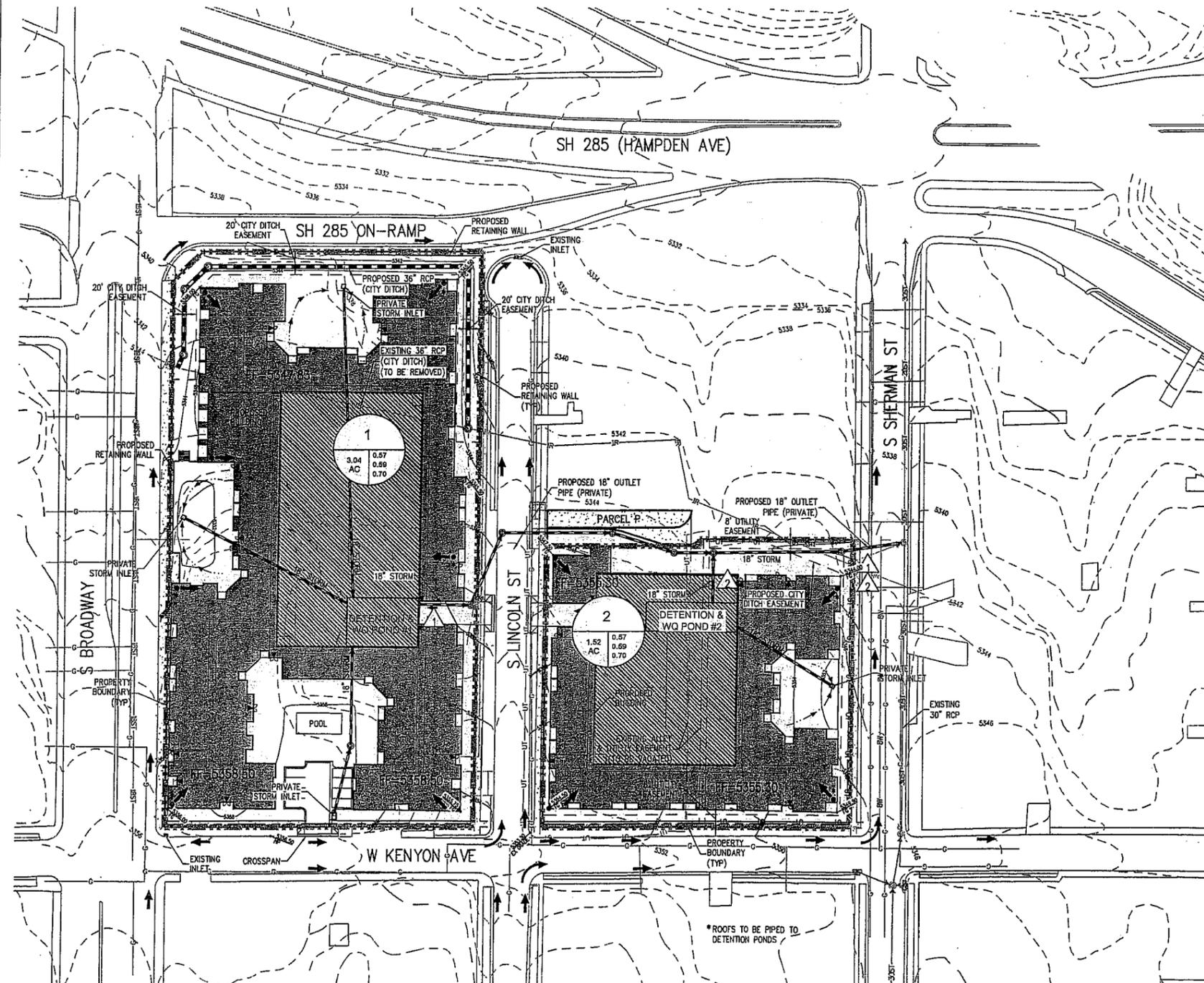
PBA
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 ph: 303.552.2804
 fx: 303.552.2387
 ent:

HARRIS KOCHER SMITH
 engineers • land surveyors

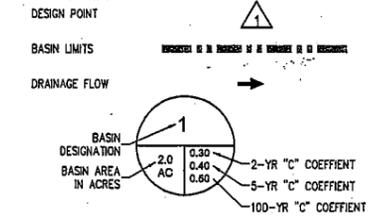
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 www.norris-design.com

FLOOD MS
 PLANNED UNIT DEVELOPMENT
 ENGLEWOOD, COLORADO



LEGEND:



RUNOFF SUMMARY								
BASIN	AREA (AC)	IMPERVIOUS (%)	C ₂	C ₅	C ₁₀₀	Q ₂ (cfs)	Q ₅ (cfs)	Q ₁₀₀ (cfs)
1	3.04	80	0.57	0.59	0.70	4.5	6.6	15.0
2	1.52	80	0.57	0.59	0.70	2.2	3.3	7.4
1+2*	4.56	-	-	-	-	-	0.9**	4.5**

*AFTER DETENTION **ALLOWABLE RELEASE

DETENTION & WQ SUMMARY		
BASIN	1	2
REQ'D 5-YR DETENTION VOLUME	0.20 AC-FT	0.10 AC-FT
REQ'D 100-YR DETENTION VOLUME	0.37 AC-FT	0.18 AC-FT
ALLOWABLE 5-YR DISCHARGE	0.6 CFS	0.3 CFS
ALLOWABLE 100-YR DISCHARGE	3.0 CFS	1.5 CFS
WQ VOLUME (SAND FILTER)	3,271 CUBIC FT	1,620 CUBIC FT

NOTE:
PRIVATE COMBINATION DETENTION/WQ PONDS WILL BE CONSTRUCTED WITHIN THE PARKING GARAGES FOR EACH PARCEL.

BENCHMARK:
NGS BRASS DISK #V 409 IN THE ABUTMENT OF SOUTH BROADWAY BRIDGE AT HAMPDEN AVENUE, ELEVATION=5334.82 NAVD 88.

NOTE: EXISTING CONTOUR INFORMATION SHOWN HEREON WAS PROVIDED BY THE CITY OF ENGLEWOOD. CONTOUR ELEVATIONS SHOWN DO NOT MATCH ELEVATIONS ESTABLISHED USING THE ABOVE BENCHMARK. DATUM AND BENCHMARKS UTILIZED FOR EXISTING CONTOURS ARE UNKNOWN.

SHEET TITLE:
PROPOSED DRAINAGE PLAN

SHEET #:
06 OF 08

SUBMITTAL:	06/04/12
REVISION #/DATE:	#01 07/23/12
REVISION #/DATE:	#02 08/20/12
REVISION #/DATE:	#03 09/07/12
REVISION #/DATE:	
REVISION #/DATE:	

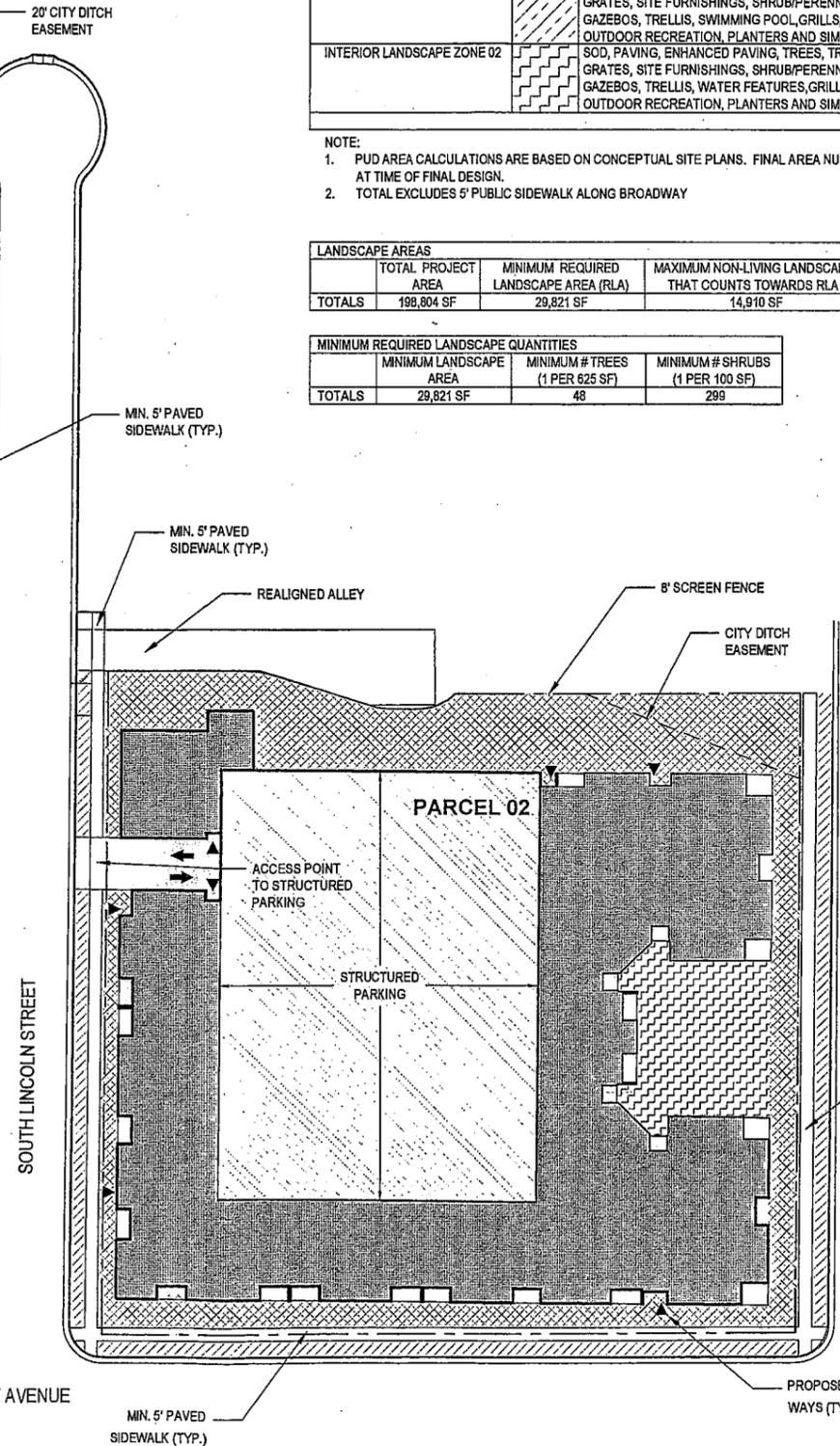
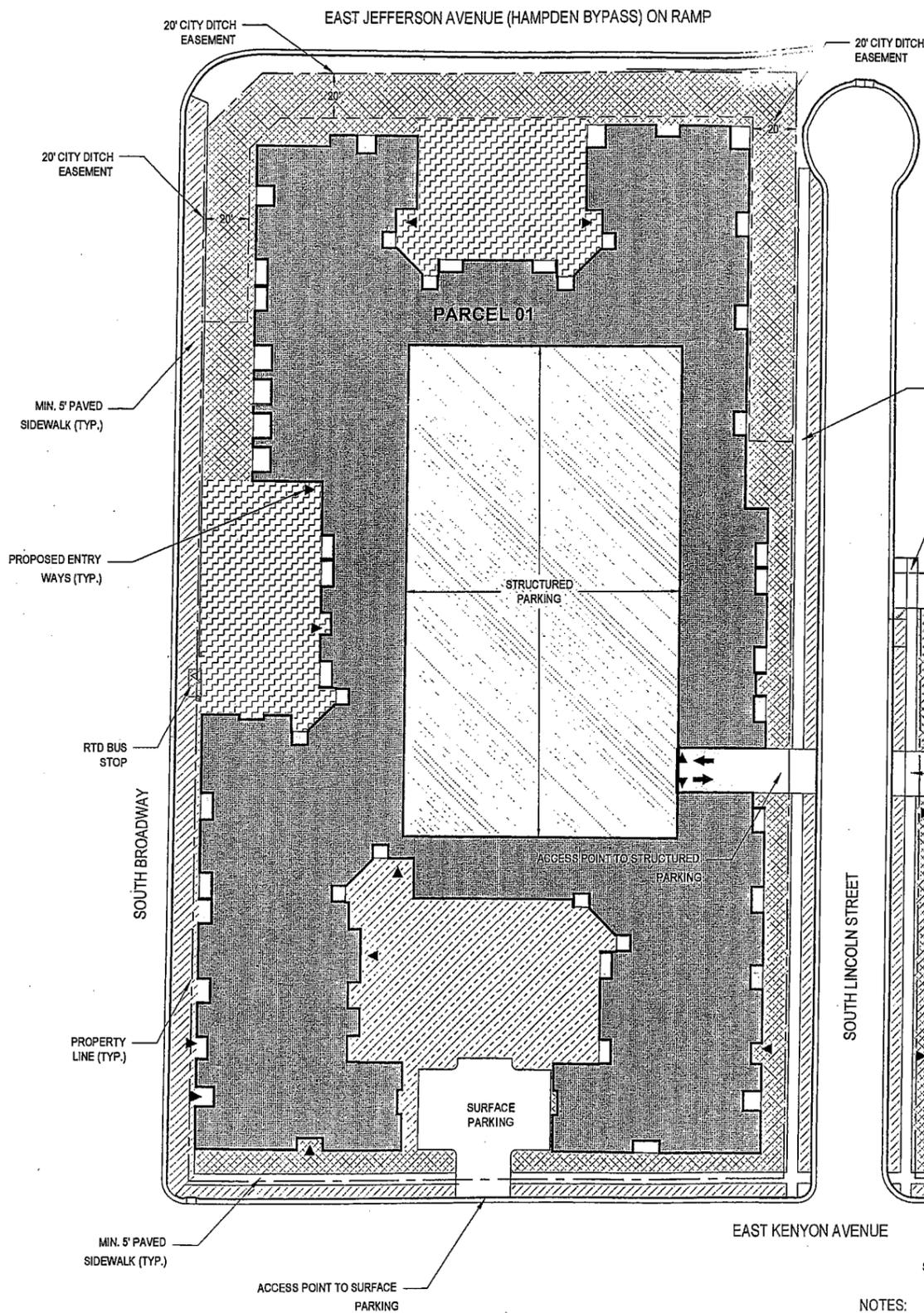
P B A
PAUL B. BARNACK, P.E. (LICENSED PROFESSIONAL ENGINEER)
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fx: 303.892.2387
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ENGLEWOOD, COLORADO



LANDSCAPE LEGEND	SYMBOL	DESCRIPTION (MAY CONTAIN THE FOLLOWING:)	AREA (SF) (1)
STREETSCAPE ZONE	[Symbol]	SOD, PAVING, ENHANCED PAVING, TREES, TREE GRATES, SITE FURNISHINGS, SHRUB/PERENNIAL BEDS AND SIMILAR.	13,614 (2)
BUFFER LANDSCAPE ZONE	[Symbol]	SOD, PAVING, ENHANCED PAVING, TREES, SITE FURNISHINGS, SHRUB/PERENNIAL BEDS AND SIMILAR.	33,879
INTERIOR LANDSCAPE ZONE 01	[Symbol]	SOD, PAVING, ENHANCED PAVING, TREES, TREE GRATES, SITE FURNISHINGS, SHRUB/PERENNIAL BEDS, GAZEBOS, TRELLIS, SWIMMING POOL, GRILLS, OUTDOOR RECREATION, PLANTERS AND SIMILAR.	9,096
INTERIOR LANDSCAPE ZONE 02	[Symbol]	SOD, PAVING, ENHANCED PAVING, TREES, TREE GRATES, SITE FURNISHINGS, SHRUB/PERENNIAL BEDS, GAZEBOS, TRELLIS, WATER FEATURES, GRILLS, OUTDOOR RECREATION, PLANTERS AND SIMILAR.	14,692
TOTAL SF			71,281

NOTE:
 1. PUD AREA CALCULATIONS ARE BASED ON CONCEPTUAL SITE PLANS. FINAL AREA NUMBERS WILL BE DETERMINED AT TIME OF FINAL DESIGN.
 2. TOTAL EXCLUDES 5' PUBLIC SIDEWALK ALONG BROADWAY

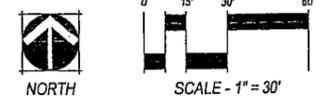
LANDSCAPE AREAS				
TOTAL PROJECT AREA	MINIMUM REQUIRED LANDSCAPE AREA (RLA)	MAXIMUM NON-LIVING LANDSCAPE AREA THAT COUNTS TOWARDS RLA (50%)	MINIMUM LIVING LANDSCAPE AREA	TOTAL PROVIDED LIVING/ NON-LIVING LANDSCAPE AREA
TOTALS 198,804 SF	29,821 SF	14,910 SF	14,910 SF	71,281 SF

MINIMUM REQUIRED LANDSCAPE QUANTITIES			
MINIMUM LANDSCAPE AREA	MINIMUM # TREES (1 PER 625 SF)	MINIMUM # SHRUBS (1 PER 100 SF)	
TOTALS 29,821 SF	48	299	

LANDSCAPE PLAN NOTES

- TOTAL PROVIDED LANDSCAPE AREA CALCULATIONS ARE BASED ON CONCEPTUAL SITE PLANS. FINAL PROVIDED LANDSCAPE AREA NUMBERS WILL BE DETERMINED AT TIME OF FINAL DESIGN. AT NO TIME SHALL LESS THAN 15% OF THE TOTAL AREA BE PROVIDED AS LANDSCAPE AREA AS DEFINED WITHIN THIS PUD.
- EXACT DESIGN INCLUDING LOCATIONS OF TREES, SHRUBS/PERENNIAL BEDS, PLAZA AREAS, SITE FURNISHINGS, ETC., SHALL BE DETERMINED AT THE TIME OF FINAL DESIGN.
- FINAL LANDSCAPE QUANTITIES (I.E. NUMBERS OF TREES AND SHRUBS PROVIDED) SHALL BE DETERMINED AT TIME OF FINAL DESIGN AND PROVIDED AT THE RATES AND MINIMUM SIZES AS REQUIRED PER CITY OF ENGLEWOOD CODE. EACH PARCEL SHALL MEET THE REQUIRED LANDSCAPE AREA AND REQUIRED TREE AND SHRUB QUANTITIES BASED UPON ITS INDIVIDUAL LAND AREA.
- LANDSCAPE PLANS SHOW PRELIMINARY CONCEPT AND PLANTS MAY BE PLACED ANY PLACE WITHIN BOUNDARY OF PROPERTY WITH THE EXCEPTION THAT A MINIMUM OF 50% OF THE REQUIRED TREES SHALL BE LOCATED WITHIN THE STREETSCAPE AND/OR BUFFER LANDSCAPE ZONES.
- PLANTS SHALL BE USED THAT ARE WELL ADAPTED TO COLORADO'S CLIMATE. THE USE OF NATIVE, DROUGHT-TOLERANT PLANT MATERIALS IS ENCOURAGED. IT IS ENCOURAGED TO USE TREES AS RECOMMENDED BY THE CITY OF ENGLEWOOD LANDSCAPE MANUAL.
- PROHIBITED TREES AS DEFINED BY THE CITY OF ENGLEWOOD SHALL NOT BE USED.
- ALL LIVING LANDSCAPE AREAS SHALL BE IRRIGATED BY 100% AUTOMATIC UNDERGROUND SPRAY AND DRIP SYSTEM.
- TREES LOCATED WITHIN THE STREETSCAPE ZONE SHALL BE SPACED A MINIMUM OF 30' APART.

- NOTES:
 1. BUILDING FOOTPRINT IS CONCEPTUAL AND SUBJECT TO CHANGE.
 2. FINAL RTD STOP LOCATION AND THE AMENITIES PROVIDED IN ASSOCIATION, TO BE DETERMINED BY RTD.



SHEET TITLE:
 CONCEPTUAL LANDSCAPE PLAN
 SHEET #:
 07 of 08

SUBMITTAL: 06/04/12
 REVISION #/DATE: #01 07/23/12
 REVISION #/DATE: #02 08/20/12
 REVISION #/DATE: #03 09/07/12
 REVISION #/DATE:

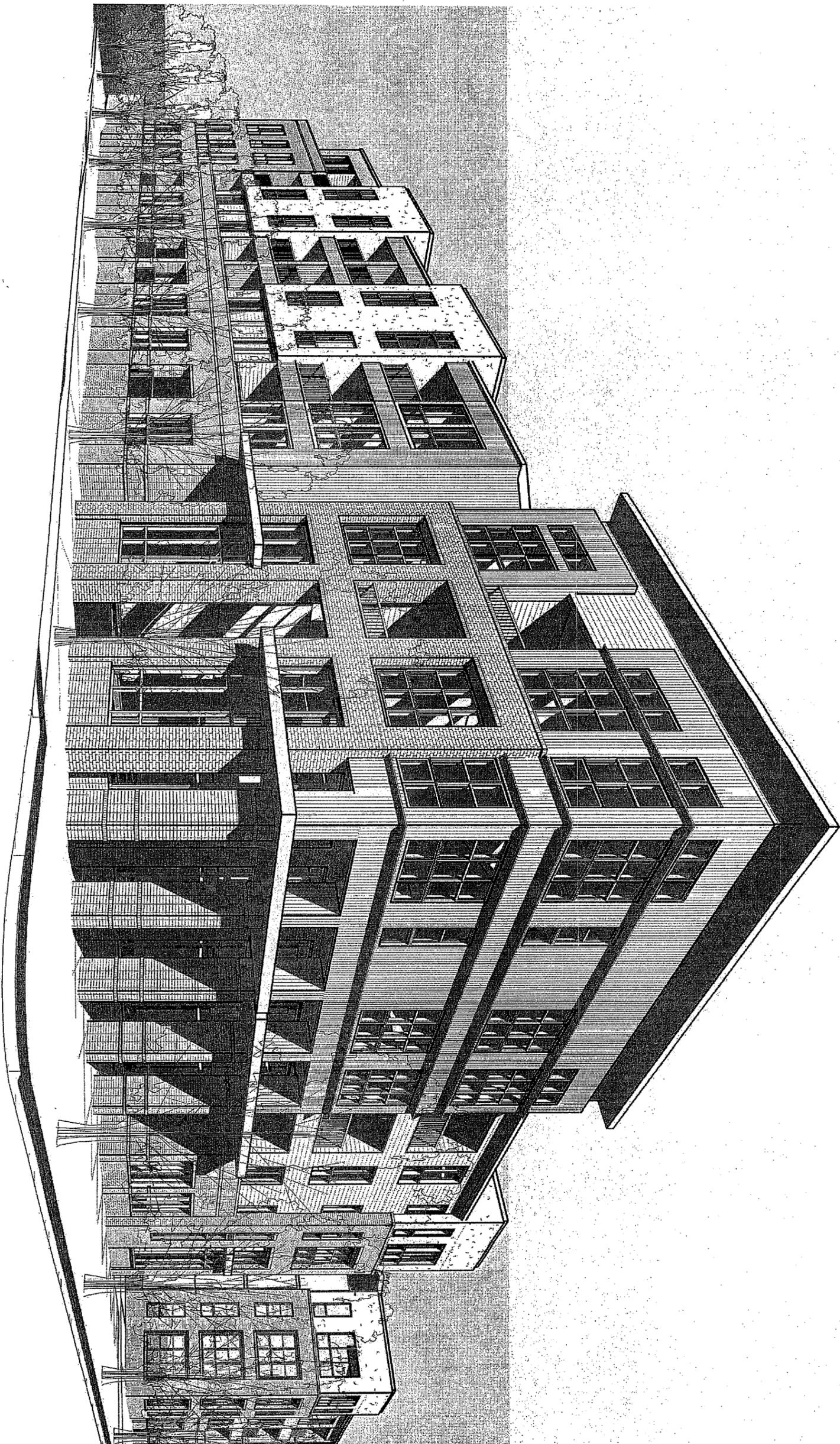
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 SURVEYING
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NOTE: THIS ARCHITECTURAL DEPICTION IS CONCEPTUAL AND SUBJECT TO CHANGE.

NOT TO SCALE

SHEET TITLE:
CONCEPTUAL ARCHITECTURE

SHEET #:
08 of 08

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ENGLEWOOD, COLORADO

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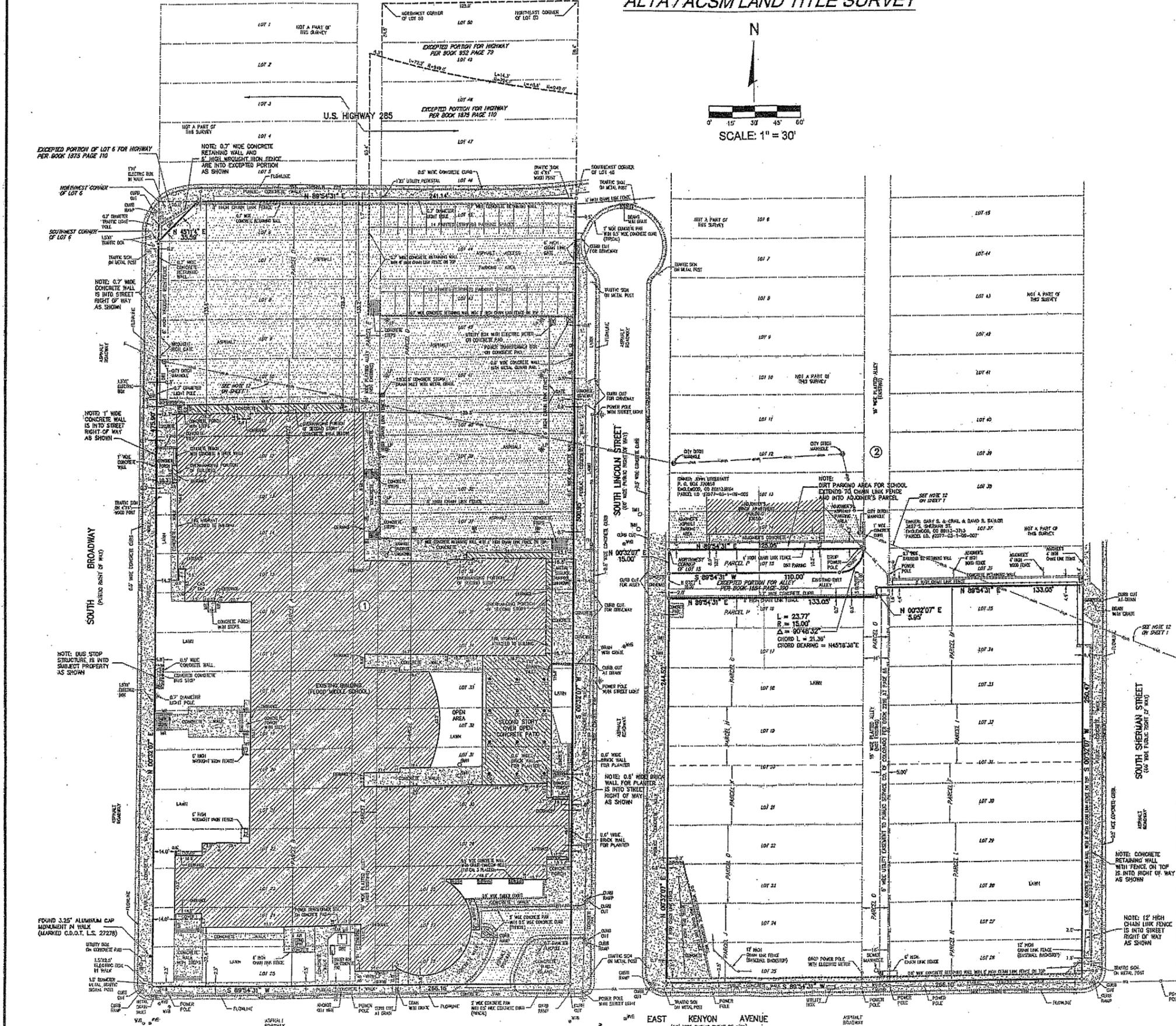
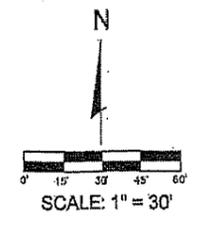
ph: 303 592-2804
fx: 303 592-2387

SUBMITTAL:	06/04/12
REVISION #/DATE:	#01 07/23/12
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REVISION #/DATE:	
REVISION #/DATE:	

ALTA / ACSM LAND TITLE SURVEY

PART OF
**THE NORTHEAST 1/4 OF SECTION 3,
 TOWNSHIP 5 SOUTH, RANGE 68 WEST,
 OF THE 6TH. P.M.**

BEING ALSO A PART OF
**BLOCKS 1 AND 2,
 HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE,
 STATE OF COLORADO**



LEGEND

- INDICATES SUBJECT PROPERTY LINE.
- INDICATES RIGHT OF WAY LIMITS.
- INDICATES LOT LINE BOUNDARY.
- INDICATES A LAND LINE
- - - - - INDICATES AN EXCEPTED PORTION WHICH IS NOT INCLUDED IN SUBJECT PROPERTY
- INDICATES OVERHEAD UTILITY LINES.
- INDICATES UNDERGROUND LOCATION OF ENGLEWOOD CITY DITCH (SEE NOTE 12 ON SHEET 1)
- INDICATES CENTERLINE OF 8' HIGH CHAIN LINK FENCE
- INDICATES CENTERLINE OF 4' HIGH CHAIN LINK FENCE
- INDICATES CENTERLINE OF 6' HIGH WROUGHT IRON FENCE
- INDICATES CENTERLINE OF 12' HIGH CHAIN LINK FENCE
- INDICATES FOUND EXISTING SURVEY MONUMENT AS STATED HEREON.
- INDICATES RECOVERED #6 REBAR 18" LONG WITH A RED PLASTIC CAP MARKED L.S. 26958
- ⊙ INDICATES RECOVERED P.K. NAIL & WASHER TAG IN CONCRETE CURB MARKED L.S. 26958
- ⊕ INDICATES RECOVERED CHISELED "4" WITH NAIL AND BRASS TAG IN CONCRETE MARKED L.S. 26958
- ⊙ 0.7" DIAMETER LIGHT POLE WITH 1.0" DIAMETER CONCRETE BASE
- ⊙ 2.0" DIAMETER SUPPORTING 1-1/2" DIAMETER COLUMN FOR OVERHANGING SECOND STORY OF BUILDING
- ⊙ 1.5" DIAMETER SUPPORTING CONCRETE COLUMN FOR OVERHANGING SECOND STORY OF BUILDING
- 0.2" WIDE METAL RAILING FOR STAIRS
- 2.375" AIR CONDITIONER LINE FOR OVERHANGING SECOND STORY OF BUILDING
- ⊙ SIGN AT BUS STOP
- ⊙ SIGN AT BUS STOP
- ⊙ 2" DIAMETER TRASH BIN
- ⊙ 4" DIAMETER MANHOLE
- ⊙ WATER VALVE BOX
- ⊙ FIRE HYDRANT
- ⊙ WATER MANHOLE
- ⊙ METAL BOX (PURPOSE UNKNOWN)
- ⊙ 0.5" DIAMETER METAL GUARD POST
- ⊙ ELECTRIC METER
- ⊙ TELEPHONE MANHOLE
- ⊙ BASKET BALL BOARD ATTACHED TO FENCE ON WALL
- ⊙ CITY DITCH MANHOLE
- (D) DISTANCE PER DEEP
- (A.M.) AS MEASURED DISTANCE

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 59
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE APPROVING THE ALTA CHERRY HILLS SUBDIVISION LOCATED AT THE NORTHEAST CORNER OF SOUTH BROADWAY AND KENYON AVENUE ALSO KNOWN AS 3695 SOUTH LINCOLN IN THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the former Flood Middle School site consists of two parcels totaling 4.56 acres located at the Northeast corner of South Broadway and Kenyon Avenue; and

WHEREAS, this property is the former Flood Middle School site and has been vacant since 2007; and

WHEREAS, the Englewood School District issued a request for proposals to redevelop the Flood Middle School property however, no viable development proposals has come forward except for Barbury PUD application; and

WHEREAS, in 2011 Barbury Holdings, LLC submitted a proposal to purchase the property and proposed development of the property to include a 350 maximum residential apartment units contained within two buildings, a multi-level parking structure which would be accessed off of South Lincoln Street, several courtyards, perimeter landscaping, and minimum 5 foot wide sidewalks, and all new and existing utilities within the property and abutting Right-of-Way would be placed underground; and

WHEREAS, the property's dedicated alleys, utility easement, and City Ditch easement will not accommodate the proposed development; and

WHEREAS, Barbury Holdings, LLC submitted a request for approval of a Major Subdivision in conjunction with a rezoning request to a Planned Unit Development (PUD); and

WHEREAS, the proposed Preliminary Plat and the Final Plat of the ALTA Cherry Hills Subdivision have been reviewed by the appropriate outside agencies, i.e. Tri-County Health, the Colorado Department of Transportation (CDOT), RTD, Xcel Energy, Century Link, Comcast, and the City's list of trash haulers; and

WHEREAS, the proposed Preliminary Plat and the Final Plat of the ALTA Cherry Hills Subdivision have been reviewed by the City's Development Review Team (DRT) and the Planning and Zoning Commission; and

WHEREAS, issues identified by the DRT were addressed by the applicant and there were no objections from the outside agencies provided that the applicant continues working with the agencies individual processes; and

WHEREAS, the ALTA Cherry Hills Subdivision includes:

- The vacation of alleys on Parcel 01 and 02.
- The vacation of platted lot lines.
- The relocation/dedication of a portion of the East-West leg of the alley on Parcel 02.
- The dedication of Public Right-of-Way on north edge of East Kenyon Avenue.
- The dedication of Utility Easements on Parcel 02 along South Sherman Street and East Kenyon Avenue.
- A Utility Easement on Parcel 02 to be vacated by separate document.
- A City Ditch Easement to be dedicated by separate document.
- A Pedestrian Access Easement to be dedicated by separate document.

WHEREAS, the ALTA Cherry Hills Subdivision meets the requirements and standards for subdivisions under Section 16, Chapter 8, of the Unified Development Code; and

WHEREAS, the Planning and Zoning Commission held Public Hearing on September 18, 2012; and

WHEREAS, the Planning and Zoning Commission made the following conclusions regarding the subdivision:

1. The proposed lots are compatible with dimensions established by the Flood Middle School PUD.
2. Public water and sewer along with electric, gas, and communications utilities are available to the subject property.
3. The subject property is not located within an identified flood plain zone.
4. The relocation of a portion of the public alley proposed within this subdivision provides the necessary access to the lots adjacent to the subdivision.

WHEREAS, the Planning and Zoning Commission recommends approval of the ALTA Cherry Hills Subdivision.

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 hereby approves the ALTA Cherry Hills Subdivision for the property located at the northeast corner of South Broadway and Kenyon Avenue, in the City of Englewood, Colorado, attached hereto as Exhibits A and B.

Introduced, read in full, and passed on first reading on the 5th day of November, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of November, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of November, 2012 for thirty (30) days.

A Public Hearing was held on the 19th day of November, 2012.

Read by title and passed on final reading on the 3rd day of December, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 7th day of December, 2012.

Published by title on the City's official website beginning on the 5th day of December, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2012.

Loucrishia A. Ellis

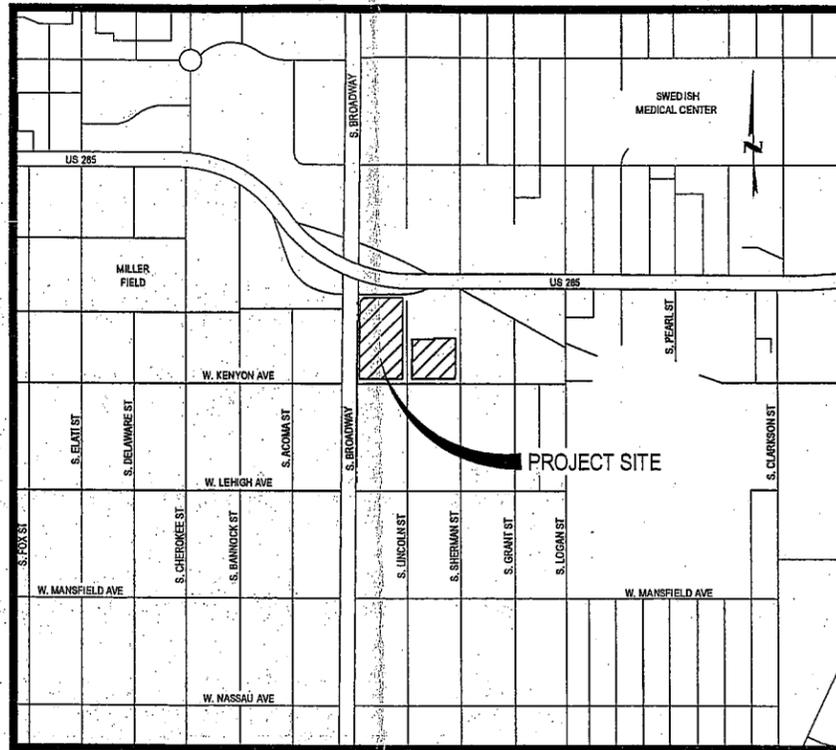
PRELIMINARY SUBDIVISION PLAT

ALTA CHERRY HILLS SUBDIVISION

SITUATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO.

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED WARRANTS THAT IT IS THE OWNER OF A PARCEL OF LAND LOCATED IN THE OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ALSO BEING PART OF CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 LOTS 13 THROUGH 19, INCLUSIVE AND 26 THROUGH 38, INCLUSIVE, BLOCK 1, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 20 THROUGH 25, BLOCK 1, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 10 11 AND 12, BLOCK 1, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 6 THROUGH 9, INCLUSIVE AND 39 THROUGH 50, INCLUSIVE, BLOCK 1, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO,
 EXCEPT THAT PORTION CONVEYED TO THE CITY OF ENGLEWOOD IN DEED RECORDED JANUARY 24, 1958 IN BOOK 952 AT PAGE 79 AND THAT PORTION CONVEYED TO THE STATE DEPARTMENT HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO IN DEED RECORDED JULY 21, 1970 IN BDOK 1875 AT PAGE 110.
 TOGETHER WITH
 LOT 30 AND THE SOUTH ONE HALF OF LOT 31, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 17 AND 18, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOT 19 AND THE NORTH ONE HALF OF LOT 20, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 THE NORTH ONE HALF OF LOT 31 AND ALL OF LOT 32, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 24 AND 25, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 THE SOUTH ONE HALF OF LOT 20 AND ALL OF LOT 21, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 28 AND 29, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 33, 34 AND 35, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 26 AND 27, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 22 AND 23, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 15 AND 16, BLOCK 2, HIGGINS BROADWAY ADDITION, COUNTY OF ARAPAHOE, STATE OF COLORADO,
 EXCEPT THAT PORTION CONVEYED TO THE CITY OF ENGLEWOOD BY DEED RECORDED OCTOBER 21, 1964 IN BOOK 1554 AT PAGE 390.
 CONTAINING A TOTAL AREA OF 198,604 SQUARE FEET OR 4.56 ACRES.
 THE UNDERSIGNED OWNER HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF "ALTA CHERRY HILLS SUBDIVISION", AND DOES HEREBY DEDICATE TO THE PUBLIC ALL RIGHT-OF-WAYS AND EASEMENTS FOR THE PURPOSES SHOWN HEREON.
 EXECUTED THIS _____ DAY OF _____, A.D. 20____
 OWNER _____
 BY _____ AS _____
 FOR SCHOOL DISTRICT NO. 1, A QUASI-MUNICIPAL CORPORATION
NOTARY PUBLIC
 STATE OF COLORADO }
 COUNTY OF ARAPAHOE } SS
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____ BY _____ AS _____
 FOR SCHDOL DISTRICT NO. 1, A QUASI-MUNICIPAL CORPORATION
 WITNESS MY HAND AND SEAL
 MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
 ADDRESS _____
APPROVALS
 RECOMMENDED FOR APPROVAL BY THE CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION
 _____ DATE
CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION
 ATTEST:
RECORDING SECRETARY OF THE PLANNING AND ZONING COMMISSION DATE
 APPROVED BY THE CITY COUNCIL BY ORDINANCE NO. _____, SERIES OF 20____
MAYOR OF THE CITY OF ENGLEWOOD DATE
 ATTEST:
CITY CLERK DATE
CLERK AND RECORDS CERTIFICATION
 ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY, STATE OF COLORADO. AT _____ O'CLOCK _____ M., ON THIS _____ DAY OF _____, A.D., 20____. RECEPTION NO. _____, BOOK NO. _____
 PAGE NO(S) _____
 BY: _____ BY: _____
 CLERK AND RECORDER DEPUTY



VICINITY MAP
SCALE: 1" = 500'

Sheet Index

- 1 COVER SHEET
- 2 SITE PLAN - EXISTING & PROPOSED CONDITIONS
- 3 SITE PLAN - EXISTING CONDITION
- 4 SITE PLAN - PROPOSED CONDITION

LAND PLANNER:

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 www.norris-design.com

CIVIL ENGINEER:

HARRIS KOCHER SMITH
 engineers - land surveyors

1391 Speer Blvd., Suite 390
 Denver, Colorado 80204
 Phone (303) 823-6300
 Fax (303) 823-6311

SURVEYORS CERTIFICATION

I, AARON MURPHY, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE SURVEY OF THE ALTA CHERRY HILLS SUBDIVISION WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION AND THAT THE ACCOMPANYING MAP ACCURATELY AND PROPERLY SHOWS THE SURVEY THEREOF.

AARON MURPHY LICENSE NUMBER 38162 DATE SIGNED _____
 FOR AND ON BEHALF OF
 HARRIS KOCHER SMITH
 1391 SPEER BLVD., SUITE 390
 DENVER, CO 80204

COVER SHEET
SHEET 1

BENCHMARK

NCS BRASS DISK #V 409 IN THE ABUTMENT OF SOUTH BROADWAY BRIDGE AT HAMPTON AVENUE, ELEVATION=5334.82 NAVD 88.

NOTE: EXISTING CONTOUR INFORMATION SHOWN HEREON WAS PROVIDED BY THE CITY OF ENGLEWOOD. CONTOUR ELEVATIONS SHOWN DO NOT MATCH ELEVATIONS ESTABLISHED USING THE ABOVE BENCHMARK. DATUM AND BENCHMARKS UTILIZED FOR EXISTING CONTOURS ARE UNKNOWN.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 00°31'50" EAST.

FLOOD CERTIFICATION

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN, ACCORDING TO THE MOST CURRENT FLOOD INSURANCE RATE MAP (FIRM), PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

MAPS ARE DATED DECEMBER 17, 2010.
 COMMUNITY NO. 085074
 PANEL NO. 0163K

LEGEND

- INDICATES SUBJECT PROPERTY LINE AS SHOWN.
- INDICATES RIGHT OF WAY LIMITS.
- INDICATES LOT LINE BOUNDARY.
- INDICATES OFFSET LINE AS STATED.
- INDICATES CENTERLINE OF R.O.W. AS SHOWN.
- INDICATES A LAND LINE AS STATED HEREON.
- INDICATES EASEMENT LINE.
- INDICATES BOUNDARY OF AN EXCEPTED PORTION.
- ◆ FOUND CONC. NAIL WITH BRASS TAG PLS 26956 IN CHISELED CROSS
- ▲ FOUND CONCRETE NAIL WITH BRASS TAG PLS 26956
- FOUND #5 REBAR WITH RED PLASTIC CAP PLS 26956
- SET #5x24" REBAR WITH BLUE PLASTIC CAP PLS 38162

STANDARD NOTES

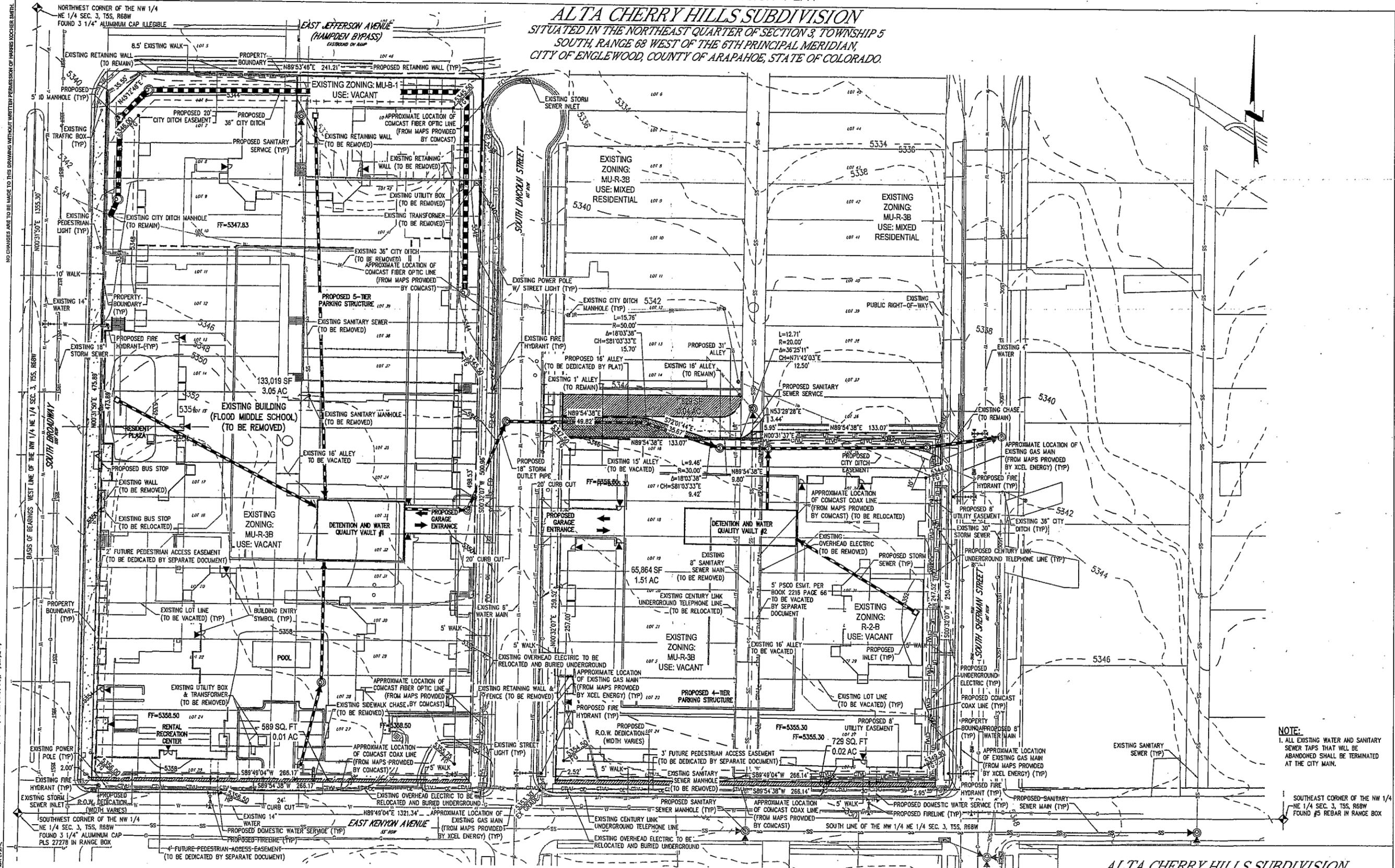
1. DATE OF FIELD WORK: JUNE 28, 2011
2. THIS PLAT REPRESENTS A BOUNDARY SURVEY OF THE PARCEL SHOWN. IT IS PART OF A SUBDIVISION PLAT OF "HIGGINS BROADWAY ADDITION" FILED WITH THE CLERK AND RECORDER OF ARAPAHOE COUNTY ON THE 3RD DAY OF APRIL, 1917 A.D. RECORDED IN PLAT BOOK 3, PAGE 23, RECEPTION NO. 44923.
3. ACCORDING TO COLORADO LAW YOU MUST COMMENCE LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
4. COLORADO STATE LAW CRS 9-1.5-101 STATES THAT ANYONE PLANNING TO DIG IN OR NEAR A PUBLIC ROAD, STREET, ALLEY, RIGHT-OF-WAY, OR UTILITY EASEMENT IS TO NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO OF YOUR INTENT, THREE (3) BUSINESS DAYS BEFORE YOU DIG. CALL 811 OR 303-534-8700 IN THE METRO DENVER AREA TO LOCATE BURIED LINES.
5. THE LINEAR UNITS FOR THIS PLAT ARE U.S. SURVEY FEET.
6. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. NCS-542988-HOUT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF MAY 1, 2012 AT 5:00 P.M.
7. MINIMUM EIGHT-FOOT (8') WIDE DRY UTILITY EASEMENTS ARE HEREBY DEDICATED AS SHOWN HEREON. THESE EASEMENTS ARE DEDICATED TO THE CITY OF ENGLEWOOD FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO AND ITS SUCCESSORS (PSCo) RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCo AN EASEMENT ON ITS STANDARD FORM.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

EXHIBIT A

PRELIMINARY SUBDIVISION PLAT

ALTA CHERRY HILLS SUBDIVISION
SITUATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5
SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO.



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS ROCHER SMITH

NOTE:
1. ALL EXISTING WATER AND SANITARY SEWER TAPS THAT WILL BE ABANDONED SHALL BE TERMINATED AT THE CITY MAIN.

SOUTHWEST CORNER OF THE NW 1/4 NE 1/4 SEC. 3, T5S, R68W FOUND 3 1/4" ALUMINUM CAP PLS 27278 IN RANGE BOX

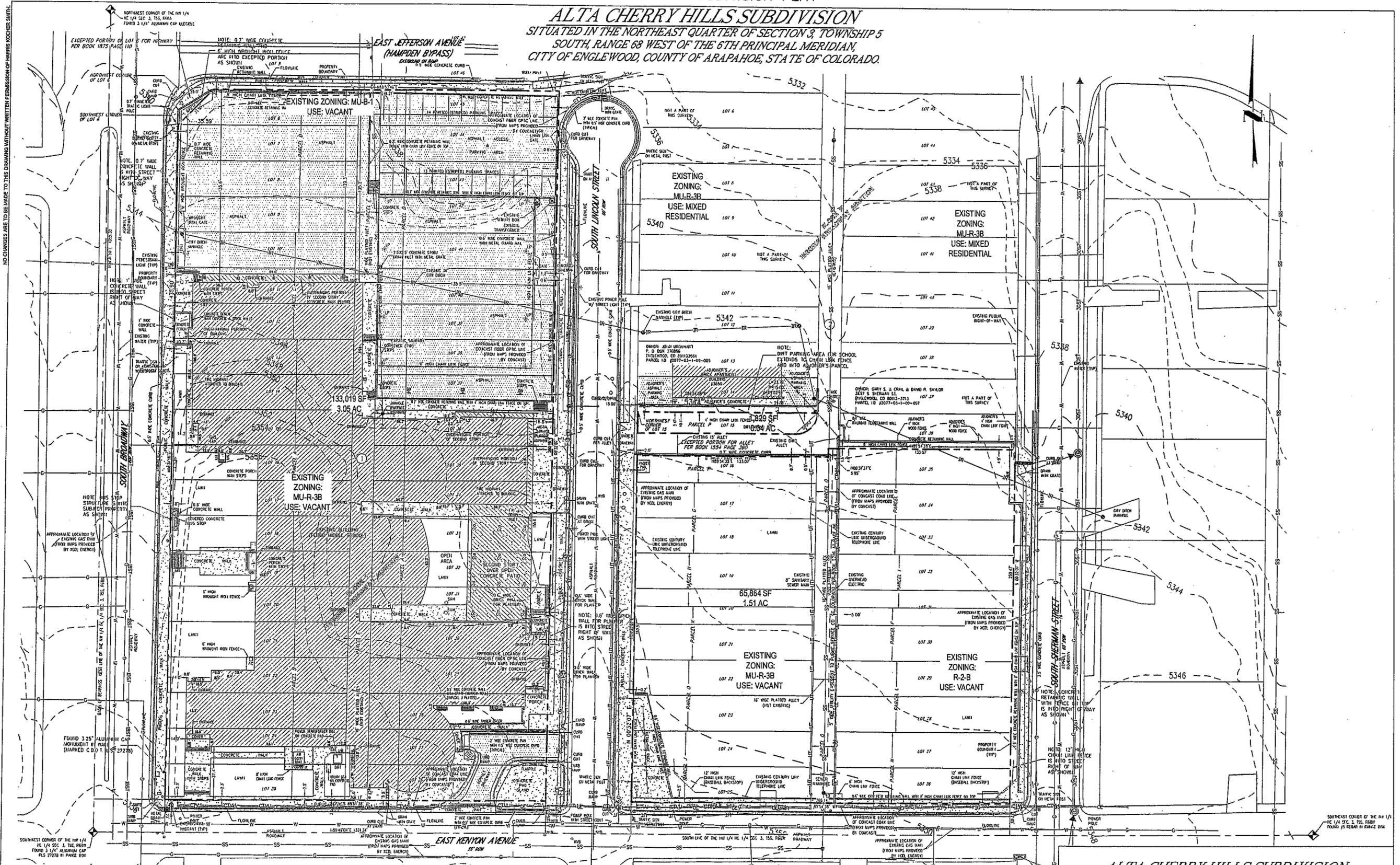
ALTA CHERRY HILLS SUBDIVISION

3850 S BROADWAY & 3800 S LINCOLN ST
SITUATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5
SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO.

SITE PLAN - EXISTING & PROPOSED CONDITIONS

PRELIMINARY SUBDIVISION PLAT

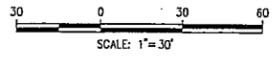
ALTA CHERRY HILLS SUBDIVISION
SITUATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5
SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO



ALTA CHERRY HILLS SUBDIVISION

3850 S BROADWAY & 3800 S LINCOLN ST
SITUATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5
SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO.

SITE PLAN - EXISTING CONDITION
SHEET 3



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

APPROPRIATE LOCATION OF EXISTING GAS MAIN (FROM MAPS PROVIDED BY XCEL ENERGY)

APPROPRIATE LOCATION OF EXISTING GAS MAIN (FROM MAPS PROVIDED BY XCEL ENERGY)

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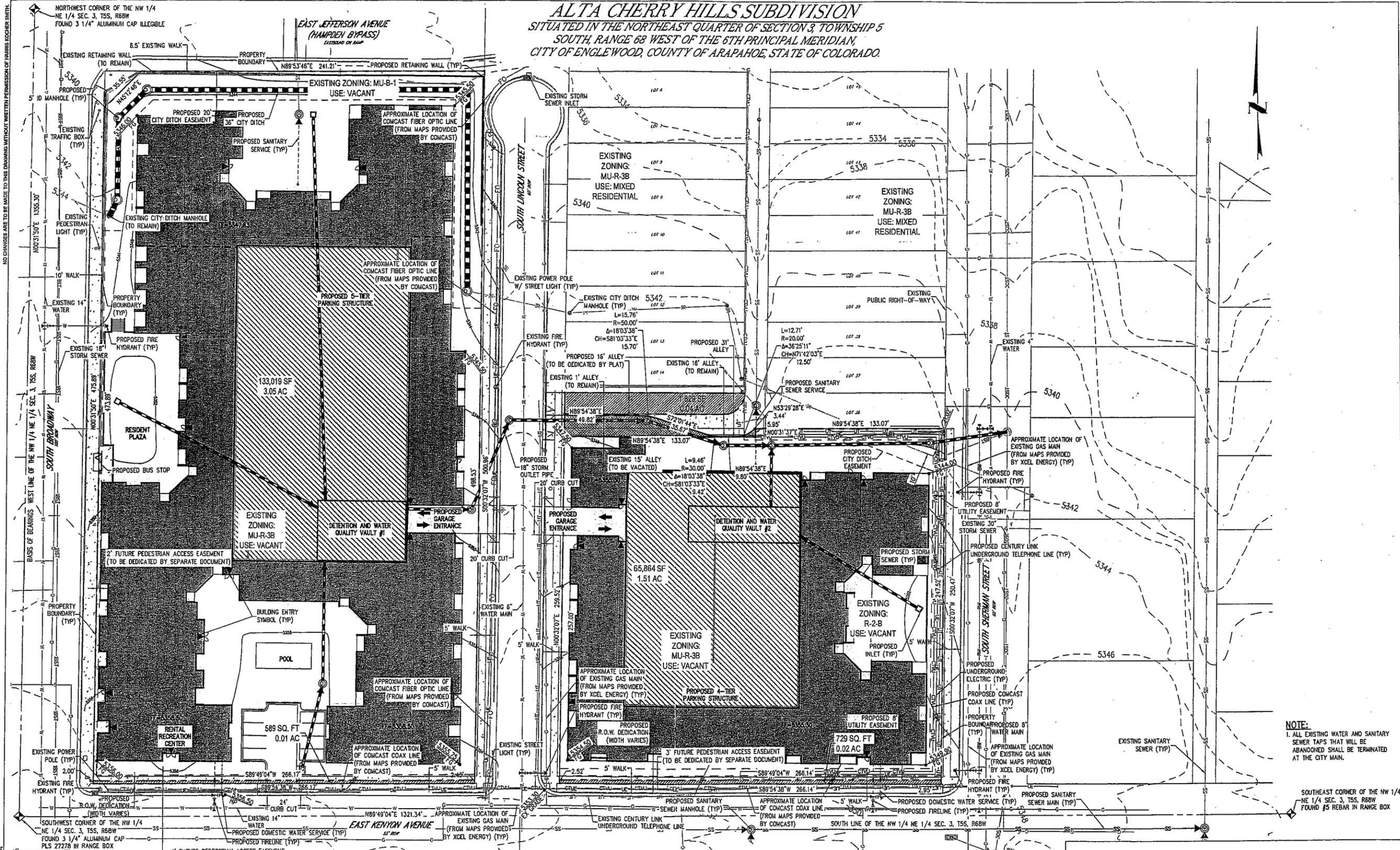
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PRELIMINARY SUBDIVISION PLAT

ALTA CHERRY HILLS SUBDIVISION
SITUA TED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5
SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO.

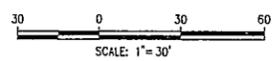


NOTE:
1. ALL EXISTING WATER AND SANITARY
SEWER TAPS THAT WILL BE
ABANDONED SHALL BE TERMINATED
AT THE CITY MAIN.

SOUTHEAST CORNER OF THE NW 1/4
NE 1/4 SEC. 3, T5S, R68W
FOUND #5 REBAR IN RANGE BOX

ALTA CHERRY HILLS SUBDIVISION

3650 S BROADWAY & 3600 S LINCOLN ST
SITUA TED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5
SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO.



NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF JARRIS ECKHART SMITH.

NORTHWEST CORNER OF THE NW 1/4
NE 1/4 SEC. 3, T5S, R68W
FOUND 3 1/4" ALUMINUM CAP ILLIGIBLE

EXISTING RETAINING WALL
(TO REMAIN)

PROPOSED 20' CITY DITCH EASEMENT

PROPOSED 36" CITY DITCH

PROPOSED SANITARY SERVICE (TYP)

APPROXIMATE LOCATION OF COMCAST FIBER OPTIC LINE (FROM MAPS PROVIDED BY COMCAST)

EXISTING ZONING: MU-R-3B
USE: VACANT

EXISTING STORM SEWER INLET

EXISTING CITY DITCH MANHOLE (TO REMAIN)

PROPOSED 5-TIER PARKING STRUCTURE

APPROXIMATE LOCATION OF COMCAST FIBER OPTIC LINE (FROM MAPS PROVIDED BY COMCAST)

EXISTING POWER POLE W/ STREET LIGHT (TYP)

EXISTING CITY DITCH 5342
L=15.76'
R=50.00'
Δ=18°03'38"
CH=581°03'33"E
15.70'

EXISTING FIRE HYDRANT (TYP)

PROPOSED 16' ALLEY (TO BE DEDICATED BY PLAT)

EXISTING 16' ALLEY (TO REMAIN)

PROPOSED 31' ALLEY

EXISTING 31' ALLEY (TO REMAIN)

PROPOSED SANITARY SEWER SERVICE

EXISTING 15' ALLEY (TO BE VACATED)
L=9.46'
R=30.00'
Δ=18°03'38"
CH=581°03'33"E
9.42'

PROPOSED 18' STORM OUTLET PIPE

PROPOSED 20' CURB CUT

EXISTING 15' ALLEY (TO BE VACATED)

PROPOSED CITY DITCH EASEMENT

PROPOSED FIRE HYDRANT (TYP)

PROPOSED 8' UTILITY EASEMENT

EXISTING 30' STORM SEWER

PROPOSED CENTURY LINK UNDERGROUND TELEPHONE LINE (TYP)

PROPOSED 8' UTILITY EASEMENT

EXISTING ZONING: R-2-B
USE: VACANT

PROPOSED INLET (TYP)

PROPOSED 4-TIER PARKING STRUCTURE

APPROXIMATE LOCATION OF EXISTING GAS MAIN (FROM MAPS PROVIDED BY XCEL ENERGY) (TYP)

PROPOSED FIRE HYDRANT (TYP)

PROPOSED BOUNDARY (TYP)

PROPOSED 8' UTILITY EASEMENT

PROPOSED UNDERGROUND ELECTRIC (TYP)

PROPOSED COMCAST COAX LINE (TYP)

PROPOSED 8' UTILITY EASEMENT

MAJOR SUBDIVISION PLAT

ALTA CHERRY HILLS SUBDIVISION

SITUATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO.

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED WARRANTS THAT IT IS THE OWNER OF A PARCEL OF LAND LOCATED IN THE OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ALSO BEING PART OF CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 LOTS 13 THROUGH 19, INCLUSIVE AND 26 THROUGH 38, INCLUSIVE, BLOCK 1, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 20 THROUGH 25, BLOCK 1, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 10, 11 AND 12, BLOCK 1, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 6 THROUGH 9, INCLUSIVE AND 39 THROUGH 50, INCLUSIVE, BLOCK 1, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF ENGLEWOOD IN DEED RECORDED JANUARY 24, 1958 IN BOOK 952 AT PAGE 79 AND THAT PORTION CONVEYED TO THE STATE DEPARTMENT HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO IN DEED RECORDED JULY 21, 1970 IN BOOK 1875 AT PAGE 110.

TOGETHER WITH

LOT 30 AND THE SOUTH ONE HALF OF LOT 31, BLOCK 2, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 17 AND 18, BLOCK 2, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOT 19 AND THE NORTH ONE HALF OF LOT 20, BLOCK 2, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 THE NORTH ONE HALF OF LOT 31 AND ALL OF LOT 32, BLOCK 2, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 24 AND 25, BLOCK 2, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 THE SOUTH ONE HALF OF LOT 31 AND ALL OF LOT 21, BLOCK 2, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 28 AND 29, BLOCK 2, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 33, 34 AND 35, BLOCK 2, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 26 AND 27, BLOCK 2, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 22 AND 23, BLOCK 2, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO; AND
 LOTS 15 AND 16, BLOCK 2, HIGGINS BROADWAY ADDITION,
 COUNTY OF ARAPAHOE, STATE OF COLORADO.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF ENGLEWOOD BY DEED RECORDED OCTOBER 21, 1964 IN BOOK 1554 AT PAGE 390.

CONTAINING A TOTAL AREA OF 198,804 SQUARE FEET OR 4.56 ACRES.

THE UNDERSIGNED OWNER HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF "ALTA CHERRY HILLS SUBDIVISION", AND DOES HEREBY DEDICATE TO THE PUBLIC ALL RIGHT-OF-WAYS AND EASEMENTS FOR THE PURPOSES SHOWN HEREON.

EXECUTED THIS _____ DAY OF _____, A.D. 20__

OWNER _____
 BY _____ AS
 FOR SCHOOL DISTRICT NO. 1, A QUASI-MUNICIPAL CORPORATION

NOTARY PUBLIC

STATE OF COLORADO }
 COUNTY OF ARAPAHOE } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY

OF _____, 20__ BY _____ AS

FOR SCHOOL DISTRICT NO. 1, A QUASI-MUNICIPAL CORPORATION

WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ADDRESS _____

APPROVALS

RECOMMENDED FOR APPROVAL BY THE CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION _____ DATE _____

ATTEST:

RECORDING SECRETARY OF THE PLANNING AND ZONING COMMISSION _____ DATE _____

APPROVED BY THE CITY COUNCIL BY ORDINANCE NO. _____, SERIES OF 20__

MAYOR OF THE CITY OF ENGLEWOOD _____ DATE _____

ATTEST:

CITY CLERK _____ DATE _____

CLERK AND RECORDS CERTIFICATION

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE

COUNTY, STATE OF COLORADO. AT _____ O'CLOCK _____ M., ON THIS _____ DAY OF

_____, A.D., 20__, RECEPTION NO. _____, BOOK NO. _____

PAGE NO(S) _____

BY: _____

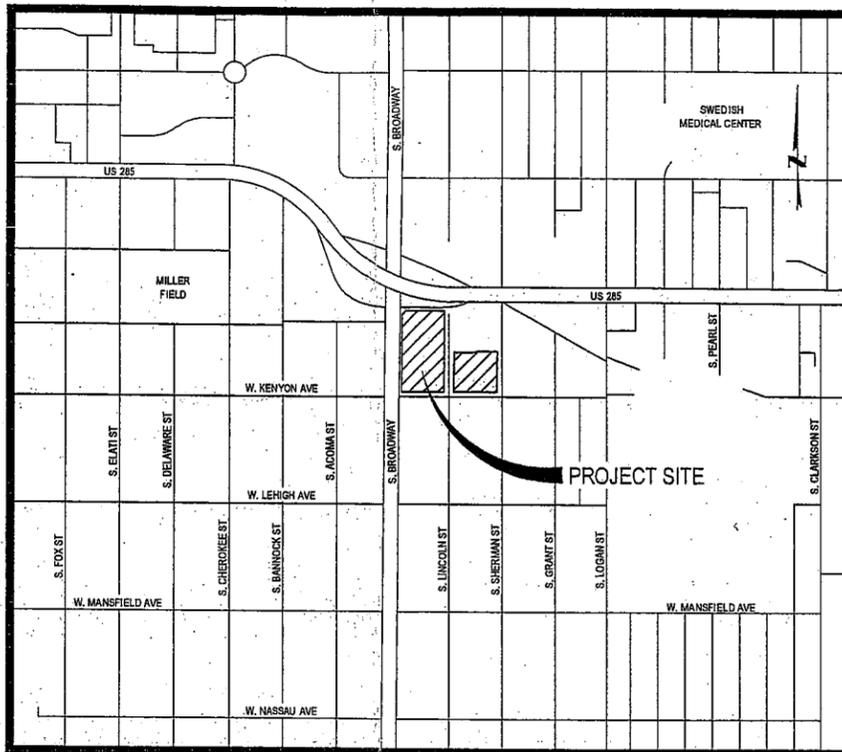
CLERK AND RECORDER

BY: _____

DEPUTY

ALTA CHERRY HILLS SUBDIVISION

3650 S BROADWAY & 3600 S LINCOLN ST
 SITUATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO.



VICINITY MAP
 SCALE: 1" = 500'

Sheet Index

- 1 COVER SHEET
- 2 SITE

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR NORTH 00°31'50" EAST.

FLOOD CERTIFICATION

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN, ACCORDING TO THE MOST CURRENT INSURANCE RATE MAP (FIRM), PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

MAPS ARE DATED DECEMBER 17, 2010
 COMMUNITY NO. 085074
 PANEL NO. 0163K

LEGEND

- INDICATES SUBJECT PROPERTY LINE AS SHOWN.
- INDICATES RIGHT OF WAY LIMITS.
- - - - - INDICATES LOT LINE BOUNDARY.
- - - - - INDICATES OFFSET LINE AS STATED.
- INDICATES CENTERLINE OF R.O.W. AS SHOWN.
- INDICATES A LAND LINE AS STATED HEREON.
- - - - - INDICATES EASEMENT LINE.
- - - - - INDICATES BOUNDARY OF AN EXCEPTED PORTION.
- ◆ FOUND CONC. NAIL WITH BRASS TAG PLS 26958 IN CHISELED CROSS
- ▲ FOUND CONCRETE NAIL WITH BRASS TAG PLS 26958
- FOUND #5 REBAR WITH RED PLASTIC CAP PLS 26958
- SET #5x24" REBAR WITH BLUE PLASTIC CAP PLS 38162

STANDARD NOTES

1. DATE OF FIELD WORK: JUNE 28, 2011
2. THIS PLAT REPRESENTS A BOUNDARY SURVEY OF THE PARCEL SHOWN. IT IS PART OF A SUBDIVISION PLAT OF "HIGGINS BROADWAY ADDITION" FILED WITH THE CLERK AND RECORDER OF ARAPAHOE COUNTY ON THE 3RD DAY OF APRIL, 1917 A.D. RECORDED IN PLAT BOOK 3, PAGE 23, RECEPTION NO. 44923.
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4. COLORADO STATE LAW CRS 9-1.5-101 STATES THAT ANYONE PLANNING TO DIG IN OR NEAR A PUBLIC ROAD, STREET, ALLEY, RIGHT-OF-WAY, OR UTILITY EASEMENT IS TO NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO OF YOUR INTENT, THREE (3) BUSINESS DAYS BEFORE YOU DIG. CALL 811 OR 303-534-6700 IN THE METRO DENVER AREA TO LOCATE BURIED LINES.
5. THE LINEAR UNITS FOR THIS PLAT ARE U.S. SURVEY FEET.
6. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. NCS-542988-HOU1 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF MAY 1, 2012 AT 5:00 P.M.
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COVER SHEET
 SHEET 1

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

EX-101-B-11-B

COUNCIL COMMUNICATION

Date December 3, 2012	Agenda Item 11 c i	Subject Approval of South Broadway Englewood Business Improvement District (BID) Operating Plan and proposed 2013 Budget.
INITIATED BY South Broadway Englewood Business Improvement District	STAFF SOURCE Darren Hollingsworth, Economic Development Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved Ordinance No. 29, Series of 2006 establishing the South Broadway Englewood Business Improvement District.

City Council previously considered the BID's 2013 Operating Plan and Budget at the November 5, 2012 meeting.

RECOMMENDED ACTION

Approve, by motion, the South Broadway Englewood Business Improvement District Operating Plan and proposed 2013 Budget.

BACKGROUND

City Council previously considered the BID's 2013 Operating Plan and Budget at the November 5, 2012 meeting. Council was unable to approve the document because of typographical errors in the budget. The 2013 Budget has been corrected and is being sent to Council for consideration of approval.

In accordance with State Statute the South Broadway Englewood Business Improvement District submitted, on September 28, 2012, their Operating Plan and proposed 2013 Budget to the Englewood City Clerk for Council's approval.

[CRS § 31-25-1211..."The district shall file an operating plan and its proposed budget for the next fiscal year with the clerk of the municipality no later than September 30 of each year. The municipality shall approve or disapprove the operating plan and budget within thirty days after receipt of such operating plan and budget and all requested documentation relating thereto, but not later than December 5 of the year in which such documents are filed.]

FINANCIAL IMPACT

None

LIST OF ATTACHMENTS

South Broadway Englewood Business Improvement District (BID) Operating Plan and revised 2013 Budget.



RECEIVED
CITY OF ENGLEWOOD, CO
SEP 28 2012
OFFICE OF
THE CITY CLERK

Bob Laughlin	President -720-373-0012
Ted Vasilas	Vice President, 303-781-1382
	Secretary
Brian Hart	Treasurer, 303-722-1525
Gary Oxman	officer, 303-789-4206
Brian Reid	officer, 303-781-7662
Josef Kubik	officer, 303-789-0909
Linda Olson	Non-Voting City Council Liaison
Darren Hollingsworth	Non-Voting City of Englewood representative

September 25, 2012

Dear Englewood City Council:

Pursuant to State of Colorado Statutes 31o-25-1222, the South Broadway Englewood Business Improvement District (SBEBID) is forwarding its approved 2013 Budget and Operating Plan. These documents were approved by the SBEBID Board of directors at a meeting on Wednesday September 19, 2012.

There are no changes to the basic Operating Plan for 2013.

Our BID had a very chaotic and unproductive year. A remonstrance petition was circulated again. Dominique Cook abandoned the petition and joined the board, but quit when they could not get their way on matters.

A few ideas were given some attention; such as wireless surveillance cameras and monitors and solar pedestrian lighting that could double as banners poles. We will be taking down the banners as per the discretion of Excel Energy Co.

The Board of Directors held an election which placed Bob Laughlin in the office of President and Ted Vasilas in the office of Vice-President. Dominique Cook has put in her letter of resignation and it has been accepted. The office of Secretary is presently open. Several members of the Board of Directors have expressed the desire to tender their resignations as well. Hence, part of the Boards duties for the coming year will be recruiting new members who might become the next generation of Board members.

The Board of Directors has voted at the meeting on September 19, 2012 to suspend the assessment to property owners for the coming year. Fighting a remonstrance petition again would be too time and energy consuming and the Board feels we can use our resources better mustering a new group of merchants interested in moving forward and directing our resources to improvements to our neighborhood.

We thank City Council, as well as the Englewood City Staff for the tremendous support and cooperation we continue to receive from you. We value our working relationship and look forward to making even more progress in promoting our district and the City of Englewood in the coming year.

Bob Laughlin, President

CERTIFIED COPY OF RESOLUTION TO ADOPT 2013 BUDGET
SOUTH BROADWAY ENGLEWOOD BUSINESS IMPROVEMENT
DISTRICT

COMES NOW, The President of the South Broadway Englewood Business Improvement District, and certifies that at a special meeting of the Board of Directors of the District, held Wednesday the 19th of September, 2012, at 8:30 a.m. at Frame dArt, Englewood, Colorado, the following Resolution was adopted by the affirmative vote of a majority of the Board of Directors, to wit: A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR THE DISTRICT'S GENERAL OPERATING FUND, ADOPTING A BUDGET IMPOSING NO SPECIAL ASSESSMENTS FOR THE YEAR 2013.

WHEREAS, the Board of Directors of the SBEBID has authorized its consultants to prepared and submit a proposed budget to said governing body at the proper time: and

WHEREAS, the proposed budget has been submitted to the Board of Directors of the District for its consideration; and

WHEREAS, at an election held on November 7 2006, the District has eliminated the revenue and expenditure limitations imposed on governmental Entities by Article X, Section 20 of the Colorado Constitution and Article and Section 29-1-301 C.R.S., as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTH BROADWAY ENGLEWOOD BUSINESS IMPROVEMENT DISTRICT OF THE CITY OF ENGLEWOOD, ARAPAHOE COUNTY, COLORADO:

Section 1. 2013 Budget Revenues. That the estimated revenues for the General fund as more specifically set out in the budget attached hero are accepted and approved.

Section 2. 2013 Budget Expenditures. That the estimated expenditures for the general fund as more specifically set out in the budge attached hereto are accepted and approved.

Section 3. Adoption of Budget for 2013. That the Budget as submitted, and attached hereto and incorporated herein by the reference, and if amended, then as amended, is hereby approved and adopted as the Budget

of the South Broadway Englewood Business Improvement District for calendar year 2013.

Section 4. Designation of Ending Fund Balances as Reserves. That Pursuant to Const. Colo. Article X, Section 20, the December 31, 2012 ending fund balance to the General Fund, the exact amount to be determined as part of the audit of the December 31, 2012 financial statements is designated as a general reserve for future contingencies.

Section 5. Property Tax and Fiscal Year Spending Limits. That, being full informed, the Board finds that the foregoing Budget does not result in a violation of any applicable fiscal years spending limitations.

Section 6. Certification. That the District is not authorized to levy any ad valorem property taxes, and therefore shall be deemed to certify a zero mill levy to the Board of County Commissioners of Arapahoe County, Colorado, during all years that the District shall remain in existence, unless a levy of ad valorem property taxes for debt of general operating purposes is approved by eligible electors within the District in a future years.

Section 7. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated for the purposes stated and no other.

The foregoing is a true and accurate copy of the action taken by the governing body of the South Broadway Englewood Business Improvement District.

SOUTH BROADWAY ENGLEWOOD
BUSINESS IMPROVEMENT DISTRICT

President

**SOUTH BROADWAY ENGLEWOOD BID
OPERATION BUDGET/ WORK PROGRAM
2013**

Revenue

BID Assessments	\$0
Bank Balance Forward (as of 9/19/12)	\$140,703.73
Interest, sponsorships	
Other Income	\$ 1000.00
Total	\$141,703.73

Expenditures

Marketing **\$15,000.00**

Options include

- Public Relations
- Media
- Marketing materials
(web site, map, directory)
- Market research
- BID ratepayer communications
(newsletter, blast faxes, emails)
- Special Events

Maintenance & Safety **\$15,000.00**

Options include

- Enhanced safety patrols
- Video monitoring
- Community and business watch programs
- Graffiti cleanup
- Sidewalk maintenance, power washing

Special Projects **\$15,000.00**

Options include

- New pole for gateway banner
- Banner replacement
- Signage
- Public Art
- Cosmetic Improvements/ Grants

Legal/ Accounting **\$5,000.00**

Total Expenditures **\$50,000.00**

Operating Reserve (5%) \$5,000.00

Capital Reserve (5%) \$5,000.00

Total Reserves **\$10,000.00**

TOTAL **\$81,703.73**

SOUTH BROADWAY ENGLEWOOD BUSINESS IMPROVEMENT
DISTRICT ~~2012~~ BUDGET MESSAGE
2013

DISTRICT SERVICES:

The District will be providing improvements and services, which may include the following:

A. Marketing:

We will explore establishing a cooperative effort to exchange gift cards and certificates from business to business.

B. Maintenance:

The BID will continue to maintain and service the planters and art work throughout the BID

C. Special Projects:

The BID will endeavor to put up Christmas lights where possible.

The BID will explore the idea of summer events to determine the feasibility of another festival project.

BASIS OF ACCOUNTING

The basis of accounting utilized in the preparation of the 2013 Budget for the District is the cash basis method. The District's 2013 Budget includes projected revenues and expenditures for its general operating fund.

IMPORTANT FEATURES OF THE BUDGET

The 2013 Budget does not result in a violation of any applicable property tax or fiscal year spending limitations. Emergency reserves have been provided in 2013 (3% of the District's fiscal year spending excluding bonded debt service.)

- A. General Operating Fund/Expenditures: Paid for out of the Districts' General Fund, these expenses include general administrative costs, insurance, professional and other fees, as well as other miscellaneous costs.

The District currently does not on anticipate seeking the approval of the Districts' Electors for the authorization and issuance of any general obligation debt.

- B. Emergency Fund/Expenditures: The emergency fund for fiscal year 2013 will be equal to 3% of the District's fiscal year spending, excluding those

expenditures for bonded debt services, spending from gifts, federal funds, collections from another government, pension contributions by employees and pension fund earnings, reserve transfers or expenditures, damage awards, or property sales.

SOUTH BROADWAY ENGLEWOOD
BUSINESS IMPROVEMENT DISTRICT
OPERATING PLAN
AND BUDGET
SEPTEMBER 30, 2012

I.

SUMMARY

The South Broadway Englewood Business Improvement District (BID) is a special assessment district designed to improve the economic vitality and overall commercial appeal of the South Broadway corridor in Englewood. The BID will provide programming and benefits to businesses and commercial properties that will include marketing, promotions, enhanced safety and maintenance. BID services will be in addition to services currently provided by the City of Englewood. BIDs help improve image, increase sales, occupancies and property values and attract new customers and businesses in commercial districts and downtowns throughout Colorado and the country. Here are the main characteristics of the South Broadway Englewood BID:

Name:

South Broadway Englewood Business Improvement District (BID).

Proposed

Boundaries:

The proposed South Broadway Englewood BID boundary generally encompasses the commercial properties facing the South Broadway corridor from Yale to Highway 285. A map of the BID boundary is attached for reference.

BID Programs:

The BID can perform the following kinds of functions within the following general categories (final BID programming will be determined by the BID board):

Marketing, Promotions and Image Enhancement:

.
Public relations to project a positive image of the South Broadway corridor

.
Collaborative advertising among South Broadway businesses

.
Production and packaging of marketing materials including South Broadway map, directory and web site

.
Newsletter and other district communications

.
Market research & stakeholder surveys

Special Events including themed, historical events
and ongoing events programming

Enhanced Safety & Maintenance

Enhanced safety patrols

More effective communication with Police

Video monitoring

Community and business watch programs

Graffiti cleanup

Sidewalk power washing

Special Projects

Banners

Gateways

Signage

Public art

Cosmetic improvements

Other projects as appropriate

Budget:

Total proposed budget for the next year of operation (2013)
will be approximately \$45,000.

Special

Assessments:

Funding for BID services will be raised through a special
assessment that will be based upon a combination of
commercial land area and first floor commercial building
square footage.

Methodology:

In order to allocate the costs of the services and
improvements to be furnished by the BID in a way that
most closely reflects its benefits, the BID will collect a
special assessment based upon commercial land area and
first floor square footage. There are approximately 1.1
million square feet of commercial land and about 440,000
square feet of commercial first floor building within the
proposed BID boundaries. Per Colorado state law, any
property that is within the BID boundary and is classified

for assessment by the county assessor as residential or agricultural is not subject to the revenue raising powers of the BID and therefore will not be assessed by the BID.

Assessment:

Below is a table outlining the assessment based on square foot of lot and square foot of building:

Rate per SF of lot .029
Rate per SF of first floor .152
building

Term: A term of ten (10) years is recommended for the South Broadway Englewood BID.

City Services: A base level of services agreement between the BID and the City of Englewood will outline the City's current level of services in the BID area, as the City will maintain its existing services. BID services will be in addition to any City services currently provided downtown.

District Formation: The formation of a BID in Colorado requires submission of petitions from owners of real and personal property representing more than 50% of total acreage and assessed value within the district, a public hearing and a City Council ordinance forming the BID.

Financial

Approval: In order to allow for a BID assessment, a majority of qualified electors within the proposed district who actually vote must approve the assessment in an election to be held in November 2012.

Governance: The BID will be managed by a Board of Directors consisting of five (5) to seven (7) members, all of whom shall be voting members and BID ratepayers. One additional seat (in addition to the 5-7 voting members) shall be reserved for an ex-officio member that shall be a representative of the City of Englewood. The board will determine annual BID priorities and oversee ongoing management of BID programs. The board shall consist of a majority of real property owners, shall equitably represent geographic areas of the BID and a variety of size and type of property and businesses.

A slate of board nominees shall be submitted by a nominating committee to City Council for approval. City Council may, at its discretion, decline to appoint the slate of nominees but if it does so it shall return the entire slate to the nominating committee which shall submit another slate of nominees for consideration by City Council.

Dissolution: The BID may be dissolved if property owners representing more than 50% of total acreage and assessed value within the District submit petitions to dissolve it, or if the BID fails to submit an operating budget to City Council for two successive years.

II.

WHY FORM A BID?

There are several reasons why now is the right time to form a Business Improvement District along the South Broadway corridor in Englewood:

Increase Sales, Occupancies and Property Values: More than 1,000 BIDs have been formed throughout North America and are acknowledged as a critical ingredient in commercial area revitalization. BIDs are proven to work by funding improvements and services that enhance the overall vitality of a business district. Success is measured by higher occupancies, sales and property values. Nationally, the BID renewal rate is 99%.

Strengthen the South Broadway Corridor's Competitiveness in the Regional Marketplace: The BID supports a results-oriented set of programs that will produce both short-term and long-term tangible improvements. These improvements and services will help accelerate efforts to attract and retain consumers, visitors, new businesses and investment to South Broadway.

Create a Reliable Source of Funding for South Broadway: A BID will provide a reliable, multi-year source of funding to ensure these programs can continue to showcase and benefit the South Broadway corridor.

Leverage Positive Changes along the South Broadway corridor: There are exciting changes in Englewood- with new businesses and investment creating an eclectic and exciting business mix. The BID will help to ensure that the benefits of the new investment and energy will be spread throughout the South Broadway corridor.

Broaden Private Sector Control and Accountability: The South Broadway Englewood BID will be governed by a board of district property and business owners. Annual BID work plans and budgets will be developed by the board, ensuring that the BID will be directly accountable to those who pay an assessment. New programs will be subject to private sector performance standards and controls.

Create a Unified Voice for the South Broadway Corridor in Englewood: A BID will help broaden the foundation for developing a viable and unified private sector voice for the South Broadway corridor. A BID will unify and enhance the current merchant association efforts, and act as an advocate for the healthy growth and development of the entire BID area.

III. PROCESS TO CREATE THE BID OPERATING PLAN

The Plan for creating a BID along South Broadway in Englewood is the result of a community process in which more than 100 Englewood area

property and business owners have participated between the fall of 2005 and the spring of 2006. The City of Englewood, at the behest of a group of merchant and property owners, retained the consulting firm of Progressive Urban Management Associates (P.U.M.A.) to help determine the feasibility of forming a BID. Key steps of the process included:

BID Steering Committee: To guide the consultant team and test the viability of the BID concept, a Steering Committee composed of district property owners and business owners was created. Steering Committee members include: Ted Vasilas, Jon Cook, Doug Cohn, Beth Minnick, Bob Voth, Rick Reese, Brian Verbeck, Steve Schalk and Bob Laughlin.

One-On-One Meetings with Key Property Owners: A series of one-on-one meetings were held with business and property owners in the BID study area to determine their willingness to support a BID.

Stakeholder Focus Groups: To involve property and business owners in the design and development of the plan, two stakeholder focus groups were held in November, 2005. The focus groups included a survey designed to assess service priorities and whether there was an appetite to support various BID improvements and activities.

Direct Mail Survey: A direct mail survey was sent to property owners within the Englewood BID study area in November, 2005. Fifty-five (55) surveys were returned providing additional input for the design of the BID work plan.

Plan Review Workshops/Final Plan: The draft BID work plan and budget were reviewed by the BID Steering Committee and then presented to property and business owners in two workshops held in early February, 2006. Input from the workshops and Steering Committee led to the completion of the final plan. Top community priorities that emerged from nearly 100 surveys completed by participants in one-on-one meetings and focus groups and respondents to the mail survey included:

Marketing, Promotions & Image Enhancement

Enhanced Maintenance

Enhanced Safety

5

IV. SOUTH BROADWAY ENGLEWOOD BID OPERATING PLAN

As determined by area property and business owners, the top priorities for improvements and activities within the BID study area include:

Marketing and promotions to increase the South Broadway corridor's image as a destination and increase the consumer draw to the corridor.

Enhanced maintenance and safety programs to address nuisance

crimes to create a more attractive, safe and appealing area. The following narrative provides recommendations for the first operating year of the BID. The Board may amend program activities in subsequent years within the general categories authorized by state law and in the approved annual operating plan and budget. Final programs and budgets will be subject to the annual review and approval of the BID Board of Directors.

BID PROGRAMS

Marketing and Promotions: Initiatives are recommended to enhance the overall image and marketability of the South Broadway corridor to attract a wide array of consumers and promote South Broadway shops, restaurants, night clubs and other attractions. The BID Board of Directors will set annual priorities for marketing projects. Options include:

- Public relations to raise regional awareness of the South Broadway corridor and its unique restaurants, shops, and attractions.

- Map and Directory to help consumers find their way around the corridor and to locate specific venues.

- Collaborative Marketing among the various merchants and vendors along the corridor in order to leverage marketing funds and resources.

- South Broadway website that maintains current information on area businesses, special events and contact information for South Broadway Englewood BID personnel and services

- Market research to better understand who is shopping along the corridor and what shops, services, restaurants and events are gaining the biggest consumer draw.

- Communications including the publication of a periodic newsletter and annual stakeholder surveys to determine the overall satisfaction with and effectiveness of BID programs.

- Special Events that bring focus and attention to the corridor are encouraged to continue and expand.

6

Enhanced Maintenance and Safety Programs are recommended to improve the overall image, safety and appeal of the South Broadway corridor including:

- Enhanced safety patrols

.
More effective communication with Police

.
Video monitoring

.
Community and business watch programs

.
Graffiti cleanup

.
Sidewalk power washing

Special Projects to enhance the sense of place and esthetic quality of the South Broadway corridor include:

.
Banners

.
Gateways

.
Signage

.
Public art

.
Cosmetic improvements

V. BID BUDGET

The proposed annual BID budget is approximately \$100,000, to be raised through a combination of special assessment on commercial lot and building (first floor only) located within the boundaries of the BID.

The budget includes provisions for defraying the costs of collecting the special assessments and other expenses normally associated with special assessment processes.

Bonds: The BID shall be authorized to issue bonds at the discretion of, and in such amounts as may be determined by, the BID Board of Directors, and subject further to the approval of a majority of BID electors at an election called for the purpose of authorizing such bonds.

Fees and Charges: Although the current budget and operating plan do not contemplate imposing rates and charges for services furnished or performed, the BID shall be authorized to impose and collect reasonable fees

and charges for specific services as determined by the BID Board of Directors.

There are no plans to impose any additional fees and charges beyond the annual BID assessment at this time.

VI. ASSESSMENT METHODOLOGY

Under Colorado statutes, Business Improvement Districts can generate revenues through several methods, including charges for services rendered by the district, fees, taxes, special assessments, or a combination of any of these.

In order to allocate the costs of the services to be furnished by the BID in a way that most closely reflects the benefits conferred upon the businesses and commercial properties in the BID, the BID shall be authorized to determine, impose and collect special assessments based upon both commercial lot and first floor commercial building square footage.

The special assessment methodology is intended to equitably address the intended benefits to South Broadway based upon real property characteristics to achieve the following:

BID services will improve overall image and marketability of properties throughout the entire area of the BID, leading to increased occupancies and values. Land square footage is utilized as an assessment variable to distribute the anticipated benefit to property resulting from these services. One-third of the projected BID budget is allocated to land.

First floor building square footage is assessed at a higher rate than land.

The first floor of real property is expected to benefit from image enhancement activities that increase occupancies and sales, particularly from retail related uses. Two-thirds of the projected BID budget is allocated to the first floor of real property.

Second floor and higher building square footage is omitted from the special assessment because these spaces do not provide the same level of economic return as first floor spaces and are less likely to be occupied by retail related uses.

The following assessment rates apply to South Broadway Englewood properties based upon a database that has been assembled by the City of Englewood utilizing data supplied by the Arapahoe County Assessor and GIS technology. Estimated assessment rates on real property for the first operating year of the BID are:

Per sq.ft. of Lot	Per sq.ft. of main floor of building	South Broadway
Commercial Properties	\$.029	\$.152

Annual Adjustments: In order to provide adequate funding for the costs of providing its services and improvements in the future, the BID shall be authorized to increase the rates of assessment set forth above not more than five percent (5%) each year, on a cumulative basis. The assessment will be collected by the Englewood City Treasurer pursuant to an agreement to be entered into by between the BID and Treasurer's Office.

VII. BID GOVERNANCE AND PROGRAM MANAGEMENT

Governance: The BID will be managed by a Board of Directors consisting of five (5) to seven (7) members, all of whom shall be voting members and BID ratepayers. One additional seat (in addition to the 5-7 voting members) shall be reserved for an ex-officio member who shall be a representative of the City of Englewood. The board will determine annual BID priorities and oversee ongoing management of BID programs. The board shall consist of a majority of real property owners, shall equitably

represent geographic areas of the BID and a variety of size and type of property and businesses.

A slate of board nominees shall be submitted by a nominating committee to City Council for approval. City Council may, at its discretion, decline to appoint the slate of nominees but if it does so it shall return the entire slate to the nominating committee which shall submit another slate of nominees for consideration by City Council.

The BID board will have the following responsibilities:

Prepare and file the annual BID budget in accordance with state legal requirements and ensure compliance with other state laws.

Provide direction and coordination in carrying out BID funded improvements and services.

Program Management: In order to manage and implement BID programs, the BID Board of Directors may engage professional staff support in a variety of ways, including:

Employing marketing and events, maintenance or security professionals as full or part-time staff members

Contracting for specific services with private firms

The board will make final decisions regarding the operation and daily management of BID services upon its formation.

VIII. CITY SERVICES

A base level of services agreement between the BID and the City of

Englewood will outline the City's current level of services along the South

Broadway corridor. BID services will be in addition to any City services currently

provided in the BID boundary.

IX. TERM

The BID will sunset ten years after it begins operations in 2007 (at the end of 2016), unless extended beyond such term by petitions meeting the requirements of state law for organization of a new business improvement district, and such extension is approved by the City Council.

SAMPLE FIRST YEAR BID OPERATING BUDGET

-2007-

Revenue

BID Assessments
\$100,000

Interest, sponsorships
Other income \$ 10,000

Total
\$110,000

Expenditures

Marketing
\$50,000

Options include:

.
Public relations

.
Marketing materials
(web site, map, directory)

.
Market research

.
BID ratepayer communications
(newsletter blast faxes, emails)

.
Special events
Maintenance & Safety \$25,000

Options include:

.
Enhanced safety patrols

.
Video monitoring

.
Community and business watch programs

.
Graffiti cleanup

.
Sidewalk maintenance, power washing
Special Projects
\$25,000

Options Include:

.
Banners

.
Gateways

.
Signage

Public art

Cosmetic improvements

Total Expenditures \$100,000

Operating Reserve (5%) \$5,000

Capital Reserve (5%) \$5,000

Total Reserves

\$10,000

TOTAL

\$110,000