Agenda for the  
Regular Meeting of the  
Englewood City Council  
Tuesday, September 7, 2010  
7:30 pm

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

1. Call to Order.

2. Invocation.

3. Pledge of Allegiance.

4. Roll Call.

5. Consideration of Minutes of Previous Session.

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. Fire Chief Mike Pattarozzi will present certificates for life saving efforts.

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

8. Communications, Proclamations, and Appointments.
   a. Correspondence from Cal Grant advising of his resignation from Keep Englewood Beautiful.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.
9. Consent Agenda Items.
   a. Approval of Ordinances on First Reading.
   b. Approval of Ordinances on Second Reading.
      i. Council Bill No. 26, accepting two easements on behalf of the Littleton/Englewood Wastewater Treatment Plant.
      ii. Council Bill No. 27, granting an easement to Public Service Company of Colorado for installation of a natural gas line and regulator station at the City of Englewood's Romans Park.
      iii. Council Bill No. 28, granting an easement to Qwest Corporation for installation of telecommunication facilities at the Broken Tee Englewood Golf Course.
      iv. Council Bill No. 29, authorizing the execution of two Intergovernmental Subgrantee Agreements with the 2010 Community Development Block Grant between the Arapahoe Board of County Commissioners and the City of Englewood.
   c. Resolutions and Motions.


11. Ordinances, Resolutions and Motions
   a. Approval of Ordinances on First Reading.
      i. Council Bill No. 30 — Recommendation from the Finance and Administrative Services Department to approve an emergency bill for an ordinance authorizing the issuance of General Obligation Refunding Bonds. STAFF SOURCE: Frank Gryglewicz, Director of Finance and Administrative Services.
   b. Approval of Ordinances on Second Reading.
   c. Resolutions and Motions.
12. General Discussion.
   a. Mayor's Choice.
   b. Council Members' Choice.
      a. Ballot Issues


15. Adjournment

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

- Firefighters Pension Board meeting of February 11, 2010.
- NonEmergency Employees Retirement Board meeting of May 11, 2010.
- Police Officers Pension Board meeting of February 11, 2010.
Hello Audra,

I am sorry that I was a no-show for this month's meeting. Things are just a little too busy and I don't think I can continue to serve on KEB. I have enjoyed my tenure there and wish you all the best.

Best Regards,

Cal Grant
BY AUTHORITY

ORDINANCE NO. ______  SERIES OF 2010
COUNCIL BILL NO. 26
INTRODUCED BY COUNCIL MEMBER WILSON

AN ORDINANCE ACCEPTING TWO EASEMENTS, A “GRANT OF STORM WATER UTILITY EASEMENT” AND A “GRANT OF WASTEWATER OUTFALL PIPELINE UTILITY EASEMENT” TO THE CITY OF ENGLEWOOD, COLORADO BY INDUSTRIAL PARTNERS LLC. ON BEHALF OF THE LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT (WWTP).

WHEREAS, the expansion of the Littleton/Englewood Wastewater Treatment Plant included the proposed installation of a storm water outfall line to the South Platte River; and

WHEREAS, the proposed line (two 30” side-by-side concrete pipes) was designed to run north from the WWTP and cross Platte River Drive to the South Platte River, this alignment crosses a private parking lot in the City of Denver owned by Industrial Partners, LLC; and

WHEREAS, during research for the proposed easement, it was discovered that an existing 84” outfall pipe from the WWTP which was constructed in 1971, crossing Industrial Partners property, did not have a recorded easement; and

WHEREAS, the passage of this Ordinance will accept two easements from Industrial Partners to the City, one for the Wastewater Outfall Pipeline and the second for the Storm Water Utility;

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

Section 1. The Grant of Wastewater Outfall Pipeline Utility Easement between Industrial Partners LLC and the City of Englewood, Colorado attached hereto as “Exhibit 1,” is hereby accepted and approved by the Englewood City Council.

Section 2. The Grant of Storm Water Utility Easement between Industrial Partners LLC and the City of Englewood, Colorado attached hereto as “Exhibit 2,” is hereby accepted and approved by the Englewood City Council.

Section 3. The Mayor is authorized to execute and the City Clerk to attest acceptance of the Grant of Wastewater Outfall Pipeline Utility Easement and the Grant of Storm Water Utility Easement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 16th day of August, 2010.

Published as a Bill for an Ordinance in the City’s official newspaper on the 20th day of August, 2010.
Published as a Bill for an Ordinance on the City’s official website beginning on the 18th day of August, 2010 for thirty (30) days.

Read by title and passed on final reading on the 7th day of September, 2010.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2010, on the 10th day of September, 2010.

Published by title on the City’s official website beginning on the 8th day of September, 2010 for thirty (30) days.

__________________________
James K. Woodward, Mayor

ATTEST:

__________________________
Loucrishia A. Ellis, City Clerk

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

__________________________
Loucrishia A. Ellis
AFTER RECORDING RETURN TO: MICHAEL BLOOM, MICHAEL BLOOM REALTY COMPANY, 3615 BLAKE STREET, DENVER, CO 80205.

GRANT OF WASTEWATER OUTFALL PIPELINE UTILITY EASEMENT

THIS GRANT of Wastewater Outfall Pipeline Utility Easement (this "Grant") is made this ___ day of ________________, 2010, by INDUSTRIAL PARTNERS LLC, a Colorado limited liability company ("Grantor") as the Owners of 2625-2675 S. Santa Fe Drive, Denver, Colorado, and 2680 S. Platte River Drive, Denver, Colorado whose address is 3615 Blake Street, Denver, CO 80205 in favor of the CITY OF ENGLEWOOD ("Grantee") whose address is 1000 Englewood Parkway, Englewood, Colorado 80110.

The parties covenant and agree as follows:

1. Wastewater Outfall Pipeline Utility Easement Property. The "Wastewater Outfall Pipeline Utility Easement Property" shall mean the real property located in the County of Denver, State of Colorado, more particularly described in Exhibit "A" attached hereto consisting of 2 pages.

2. Consideration. As consideration, for this Grant, Grantee has paid the Grantor one thousand six hundred and ninety-eight dollars ($1,698.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor.

3. Grant of Wastewater Outfall Pipeline Utility Easement. Grantor hereby grants to Grantee, its successors and assigns, a perpetual Wastewater Outfall Pipeline Utility Easement over, under, across and through the Wastewater Outfall Pipeline Utility Easement Property depicted in Exhibit "A" attached hereto, for the purpose of constructing, operating, maintaining, repairing, replacing and removing a buried (not exposed to the surface) "Wastewater Outfall Pipeline."

4. Access. Grantee shall have the perpetual, nonexclusive right of ingress and egress in, to, over, through and across the Wastewater Outfall Pipeline Utility Easement Property for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant. Grantee's rights under this instrument are limited to uses related to the construction, operation, maintenance, repair and replacement of a buried Wastewater Outfall Pipeline (the "Permitted Use"). The foregoing grant shall not be construed to permit Grantee to use the surface of the Wastewater Outfall Pipeline Utility Easement Property or store items thereon, except as necessary and prudent for the Grantee's Permitted Use thereof, with the understanding that Grantee shall expeditiously proceed with and promptly complete all surface activities. Grantee will not unreasonably interfere with Grantor's use of the surface of the Wastewater Outfall Pipeline Utility Easement Property.

5. Restoration. Grantee agrees that after any construction, maintenance, repair, replacement or enlargement, if any is required, of the Wastewater Outfall Pipeline, Grantee shall restore the surface of the Wastewater Outfall Pipeline Utility Easement Property as nearly as possible to the grade and conditions
existing immediately prior to said construction, maintenance, repair, replacement or enlargement. Grantee agrees to restore and repair any improvements of Grantee on the Wastewater Outfall Pipeline Utility Easement Property which are damaged, modified or altered by Grantee during said construction, maintenance, repair, replacement or enlargement. Grantee will cause Grantor to be added as an additional insured on all liability insurance policies and require its contractors and subcontractors to add Grantor as an additional insured on all insurance policies related to work performed on the Wastewater Outfall Pipeline Utility Easement Property. Upon Grantor's written request, Grantee shall provide Grantor with copies of insurance certificates to confirm the foregoing coverages.

6. **No Improvements.** Grantor covenants and agrees not to construct, erect, place or maintain any "Improvements," as hereinafter defined, on the Wastewater Outfall Pipeline Utility Easement Property without obtaining the prior written consent of Grantee, which will not be unreasonably withheld, conditioned or delayed. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking and fencing. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Wastewater Outfall Pipeline Utility Easement Property without Grantor’s having obtained the prior written consent of Grantee. If such written consent is not obtained, Grantee shall not be responsible for repair or replacement of the Improvements if they are damaged during construction, maintaining, repair, replacement or enlargement.

7. **Subjacent and Lateral Support.** Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Wastewater Outfall Pipeline Utility Easement Property to the extent necessary for the full rights granted to Grantee under this Grant.

8. **Rights of Grantor.** Grantor reserves the full right to the undisturbed ownership, use, and occupancy of the Wastewater Outfall Pipeline Utility Easement Property, including the right to use the surface of the Wastewater Outfall Pipeline Utility Easement Property, insofar as said ownership, use, and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant. Grantor also reserves the right to subjacent and lateral support of its property adjacent to the Wastewater Outfall Pipeline Utility Easement Property.

9. **Abandonment.** In the event that Grantee shall abandon the rights granted to it under this Grant, all rights, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold Wastewater Outfall Pipeline Utility Easement Property, free from the rights of Grantee so abandoned and shall own all materials and structures of Grantee so abandoned, provided that Grantee shall have a reasonable period of time after said abandonment in which to remove any or all of the Wastewater Outfall Pipeline and Appurtenances from the Wastewater Outfall Pipeline Utility Easement Property. In the event that Wastewater Outfall Pipeline Utility Easement is abandoned by Grantee, Grantor shall have the right, at its sole
option, to require Grantee to remove or neutralize any improvements constructed in the Wastewater Outfall Pipeline Utility Easement Property by Grantee.

10. **Warranty of Title.** Grantor warrants and represents that Grantor is the fee simple owner of the Wastewater Outfall Pipeline Utility Easement Property and that the Grantor has full right, title and authority; that this Grant is effective to grant and convey to Grantee this Wastewater Outfall Pipeline Utility Easement.

11. **Binding Effect.** This Grant shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Wastewater Outfall Pipeline Utility Easement the day and year first above written.

SIGNATURES ON FOLLOWING PAGES
GRANTOR – LANDOWNER
Industrial Partners LLC, a Colorado limited liability company

By:

STATE OF COLORADO
COUNTY OF Denver ss.

The foregoing instrument was acknowledged before me this 5th day of August, 2010, by Michael Bloom, member.

Witness my hand and seal.

My commission expires: 7/14/2012

Notary Public
GRANTEE
City of Englewood, Colorado

By:
James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk
EXHIBIT "A"

(Legal Description/Depiction)
UTILITY BASEMENT
PROPERTY OWNER: INDUSTRIAL PARTNERS LLC
315-4771-1.doc
04.83

A UTILITY BASEMENT, BEING A PORTION OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 41 WEST OF THE 6TH P.M., RECORDED AT RECEIPTION NO. 950094956, CITY AND COUNTY OF DENVER, STATE OF COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NAMES OF BEARINGS: ALL BEARINGS CONTAINED HEREIN ARE BASED UPON THE ASSUMPTION THAT THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 28 BEARS N 88°01'15" W, AND MONUMENTED AS FOLLOWS:

-THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 18 BEING A FOUND 1" BRACE CAP IN CONC. STAMPED CAC OF DIPPER.

-THE SOUTHEAST CORNER OF SECTION 28 BEING A FOUND 1.2" 41UM CAP IS 229.71.

BEGINNING AT SAID SOUTHEAST CORNER OF SECTION 28;

THENCE N 88°01'15" W, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 AND THE SOUTHERLY LINE SAID PARCEL OF LAND RECORDED AT RECEIPTION NO. 950094956, A DISTANCE OF 823.04 FEET TO THE POINT OF BEGINNING;

THENCE N 88°01'15" W CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 19.74 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH PLATTE RIVER DRIVE;

THENCE N 87°45'55" E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SOUTH PLATTE RIVER DRIVE, A DISTANCE OF 61.25 FEET;

THENCE E 01°19'12" W, A DISTANCE OF 26.74 FEET TO THE POINT OF BEGINNING;

CONTAINING 759 SQUARE FEET OR 0.018 ACRES, MORE OR LESS.

I, CHRISTOPHER H. MCELVAIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

CHRISTOPHER H. MCELVAIN
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 34561
FOR AND ON BEHALF OF JOHN ENGINEERING, INC.
3313 WADE WORTH BYPASS #4-169 ARVADA, CO. 80005
ON 2005.01.06 UTILITY BASEMENTSX3107-1711-1.doc
EXHIBIT SHEET 2 OF 2

SOUTH PLATTE RIVER

SOUTH PLATTE RIVER DRIVE

LOT 2

PLATTE RIVER SUBDIVISION

0'  30'  60'

1 RICH = 30 FEET
DATE: 04.03.20

NOTE:

THIS IS NOT A LAND SURVEY PLAT OR
IMPROVEMENT SURVEY PLAT. IT IS NOT MEANT TO BE USED FOR THE PREPARATION OF
THE ATTACHED LEGAL DESCRIPTION.

Jehn Engineering

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28,
TOWNSHIP 4 SOUTH, RANGE BB WEST OF THE 6TH P.M.

AREA: 799 S.F. OR 0.0185 ACRE
SCALE: 1" = 60'

UTILITY EASEMENT

1999-201-071 3107TH W - 20N
AFTER RECORDING RETURN TO: MICHAEL BLOOM, MICHAEL BLOOM REALTY COMPANY, 3615 BLAKE STREET, DENVER, CO 80205.

GRANT OF STORM WATER UTILITY EASEMENT

THIS GRANT of Storm Water Utility Easement (this “Grant”) is made this ___ day of __________, 2010, by INDUSTRIAL PARTNERS LLC, a Colorado limited liability company (“Grantor”) as the Owners of 2625-2675 S. Santa Fe Drive, Denver, Colorado, and 2680 S. Platte River Drive, Denver, Colorado, whose address is 3615 Blake Street, Denver, CO 80205 in favor of the CITY OF ENGLEWOOD (“Grantee”) whose address is 1000 Englewood Parkway, Englewood, Colorado 80110.

The parties covenant and agree as follows:

1. **Storm Water Utility Easement Property.** The “Storm Water Utility Easement Property” shall mean the real property located in the County of Denver, State of Colorado, more particularly described in Exhibit “A” attached hereto consisting of 1 page.

2. **Consideration.** As consideration, for this Grant, Grantee has paid the Grantor seven thousand four hundred and nine dollars ($7,409.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor.

3. **Grant of Storm Water Utility Easement.** Grantor hereby grants to Grantee, its successors and assigns, a perpetual Storm Water Utility Easement over, under, across and through the Storm Water Utility Easement Property, depicted in Exhibit “A” attached hereto, for the purpose of constructing, operating, maintaining, repairing, replacing and removing a buried (not exposed to surface) “Storm Water Utility Line.”

4. **Access.** Grantee shall have the perpetual, nonexclusive right of ingress and egress in, to, over, through and across the Storm Water Utility Easement Property for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant. Grantee’s rights under this instrument are limited to uses related to the construction, operation, maintenance, repair and replacement of a buried Storm Water Utility Line (the “Permitted Use”). The foregoing grant shall not be construed to permit Grantee to use the surface of the Storm Water Utility Easement Property or store items thereon, except as necessary and prudent for the Grantee’s Permitted Use thereof, with the understanding that Grantee shall expeditiously proceed with and promptly complete all surface activities. Grantee will not unreasonably interfere with Grantor’s use of the surface of the Storm Water Utility Easement Property.

5. **Restoration.** Grantee agrees that after any construction, maintenance, repair, replacement or enlargement, if any is required, of the Storm Water Utility Line, Grantee shall restore the surface of the Storm Water Utility Easement Property as nearly as possible to the grade and conditions existing immediately prior to said construction, maintenance, repair, replacement or enlargement. Grantee agrees to
restore and repair any improvements of Grantor on the Storm Water Utility Easement Property which are damaged, modified or altered by Grantee during said construction, maintenance, repair, replacement or enlargement. Grantee will cause Grantor to be added as an additional insured on all liability insurance policies and require its contractors and subcontractors to add Grantor as an additional insured on all insurance policies related to work performed on the Storm Water Utility Easement Property. Upon Grantor’s written request, Grantee shall provide Grantor with copies of insurance certificates to confirm the foregoing coverages.

6. **No Improvements.** Grantor covenants and agrees not to construct, erect, place or maintain any “Improvements,” as hereinafter defined, on the Storm Water Utility Easement Property without obtaining the prior written consent of Grantee, which will not be unreasonably withheld, conditioned or delayed. “Improvements” shall mean any structure, building or landscaping other than grass or asphalt surface parking and fencing. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Storm Water Utility Easement Property without Grantor’s having obtained the prior written consent of Grantee. If such written consent is not obtained, Grantee shall not be responsible for repair or replacement of the Improvements if they are damaged during construction, maintaining, repair, replacement or enlargement.

7. **Subjacent and Lateral Support.** Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Storm Water Utility Easement Property to the extent necessary for the full rights granted to Grantee under this Grant.

8. **Rights of Grantor.** Grantor reserves the full right to the undisturbed ownership, use, and occupancy of the Storm Water Utility Easement Property, including the right to use the surface of the Storm Water Utility Easement Property, insofar as said ownership, use, and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant. Grantor also reserves the right to subjacent and lateral support of its property adjacent to the Storm Water Utility Easement Property.

9. **Abandonment.** In the event that Grantee shall abandon the rights granted to it under this Grant, all rights, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold Storm Water Utility Easement Property, free from the rights of Grantee so abandoned and shall own all materials and structures of Grantee so abandoned, provided that Grantee shall have a reasonable period of time after said abandonment in which to remove any or all of the Storm Water Lines and Appurtenances from the Storm Water Utility Easement Property. In the event that Storm Water Utility Easement is abandoned by Grantee, Grantor shall have the right, at its sole option, to require Grantee to remove or neutralize any improvements constructed in the Storm Water Utility Easement Property by Grantee.
10. **Warranty of Title.** Grantor warrants and represents that Grantor is the fee simple owner of the Storm Water Utility Easement Property and that the Grantor has full right, title and authority; that this Grant is effective to grant and convey to Grantee this Storm Water Utility Easement.

11. **Binding Effect.** This Grant shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Storm Water Utility Easement the day and year first above written.

SIGNATURES ON FOLLOWING PAGES
GRANTOR – LANDOWNER
Industrial Partners LLC, a Colorado limited liability company

By:

STATE OF COLORADO
COUNTY OF Denver

) ss.

The foregoing instrument was acknowledged before me this 5th day of August, 2010, by Michael Bloom, member.

Witness my hand and seal.

My commission expires: 11/14/2012

Notary Public

My Commission Expires 07/14/2012
GRANTEE
City of Englewood, Colorado

By:
James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk
EXHIBIT "A"

(Legal Description/Depiction)
COLORADO ENGINEERING & SURVEYING, INC.
Surveying Colorado Since 1977
www.colaes.com

3470 So. Sherman St., Suite 2  Englewood, Colorado 80113
PHONE: (303)761-4055  FAX: (303) 761-0841

EXHIBIT
STORM WATER OUTFALL EASEMENT NO. 1

BASE OF BEARINGS:
ASSUMED THE SOUTH LINE OF THE SOUTHEAST 1/4
OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 68 WEST
OF THE 6TH P.M. TO BE N 88D03'15" W.

LEGAL DESCRIPTION
STORM WATER OUTFALL EASEMENT NO. 1:

A STRIP OF LAND 50.00 FEET WIDE BEING LOCATED WITHIN THE SOUTHEAST 1/4
OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 68 WEST
OF THE 6TH P.M. AND ALSO BEING LOCATED WITHIN THAT PARCEL OF LAND DESCRIBED
IN RECEPTION NO. 950096596, THE CENTERLINE OF SAID STRIP BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28;
THENCE N 88D03'15" W ALONG THE SOUTH LINE OF SAID SECTION 28, A
DISTANCE OF 723.11 FEET TO THE POINT OF BEGINNING;
THENCE S 07D04'46" W A DISTANCE OF 66.58 FEET TO A POINT ON THE SOUTH
RIGHT OF WAY LINE OF SOUTH PLATTE RIVER DRIVE, SAID POINT BEING
THE POINT OF TERMINUS;

THE SIDELINES OF SAID 50.00 FOOT STRIP BEING SHORTENED AND
LENGTHENED TO MEET THE SOUTH RIGHT OF WAY LINE OF SOUTH PLATTE
RIVER DRIVE AND THE SOUTH LINE OF SOUTHEAST 1/4 OF SAID SECTION 28.

CONTAINING A TOTAL AREA OF 3,486.8 SQUARE FEET OR 0.0800 ACRE

COLORADO ENGINEERING & SURVEYING, INC.

By

Date

NOVEMBER 10, 2009
BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2010

COUNCIL BILL NO. 27
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE GRANTING AN EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO FOR INSTALLATION OF A NATURAL GAS LINE AND REGULATOR STATION AT THE CITY OF ENGLEWOOD’S ROMANS PARK.

WHEREAS, the natural gas line and regulator station will be located on the west property boundary of Romans Park, 1700 East Floyd Avenue; and

WHEREAS, the Public Service Company of Colorado shall have nonexclusive rights to the easement parcel for the purposes of constructing and maintaining their equipment; and

WHEREAS, the Public Service Company of Colorado will restore the area as nearly as possible to the grade and conditions existing prior to the construction;

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

Section 1. The “Grant of Easement – Natural Gas Lines at Englewood Romans Park, a public park” from the City of Englewood, Colorado to the Public Service Company of Colorado, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

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

Introduced, read in full, and passed on first reading on the 16th day of August, 2010.

Published as a Bill for an Ordinance in the City’s official newspaper on the 20th day of August, 2010.

Published as a Bill for an Ordinance on the City’s official website beginning on the 18th day of August, 2010 for thirty (30) days.
Read by title and passed on final reading on the 7th day of September, 2010.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2010, on the 10th day of September, 2010.

Published by title on the City's official website beginning on the 8th day of September, 2010 for thirty (30) days.

________________________________________
James K. Woodward, Mayor

ATTEST:

________________________
Loucrishia A. Ellis, City Clerk

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

________________________
Loucrishia A. Ellis
GRANT OF EASEMENT

Natural Gas Lines at Englewood Romans Park, a public park.

THIS GRANT of Easement (this “Grant”) is made this ___ day of ______, 2010, by CITY OF ENGLEWOOD, a Colorado municipal corporation (“Grantor”) whose address is 1000 Englewood Parkway, Englewood, Colorado 80110, to the PUBLIC SERVICE COMPANY OF COLORADO, (“Grantee”) whose address is 1800 Larimer Street, Suite 1100, Denver, Colorado 80202.

The parties covenant and agree as follows:

1. **Easement Property.** The “Easement Property” shall mean the real property located in the County of Arapahoe, State of Colorado, in the NE ¼ of Section 5, T.5S, R.68W of the 6th P.M., more particularly described on Legal Description attached hereto as Exhibit A, consisting of one (1) page(s) and incorporated herein by reference.

2. **Consideration.** In consideration of the sum of five hundred dollars ($500.00), due on execution of this grant of easement.

3. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a perpetual nonexclusive easement over, under, across and through the Easement Property for the purpose of constructing, operating, maintaining, repairing, replacing, and removing, natural gas lines along with a temporary construction easement, Parcel B, and a Natural Gas Regulator Station, Parcel A, as described in Exhibit 1 consisting of four (4) pages.

4. **Access.** Grantee shall have the perpetual, nonexclusive right of ingress and egress in, to, over, through and across the Easement Property for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant.

5. **Restoration.** Grantee agrees that after the construction, maintenance, repair, replacement, if any, for the gas line and a Natural Gas Regulator Station, Grantee shall restore the surface of the Easement Property as nearly as possible to the grade and conditions existing immediately prior to said construction, maintenance, repair, replacement, except as may be necessary to accommodate the facility. Grantee further agrees to replace any topsoil and sod removed from any cultivated or agricultural areas on the Easement Property and to remove any excess earth resulting from said construction, maintenance, repair, replacement or enlargement, at Grantee’s sole cost and expense.

6. **No Improvements.** Grantor covenants and agrees not to construct, erect, place or plan any “Improvements,” as hereinafter defined, on the Easement Property other than those described in Exhibit A without obtaining the prior written consent of Grantee. “Improvements” shall mean any structure not described in this document.
7. **Subjacent and Lateral Support.** Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement Property to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights granted to Grantee under this Grant.

8. **Right of Ownership.** Grantor reserves the right of ownership, use, and occupancy of the Easement Property insofar as said ownership, use, and occupancy does not impair the rights granted to Grantee in this Grant.

9. **Warranty of Title.** Grantor warrants that Grantor has full right and lawful authority to make the grant contained herein.

10. **Abandonment.** In the event that Grantee shall abandon the rights granted to it under this Grant, all right, title, and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold the Easement Property, as the same may then be, free from the rights of Grantee so abandoned. Failure to use the Easement for a period of two years shall constitute evidence of abandonment.

11. **Binding Effect.** This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement the day and year first above written.

**GRANTOR:**

**CITY OF ENGLEWOOD**

By: ____________________________

James K. Woodward, Mayor

**ATTEST:**

Lourishia A. Ellis, City Clerk
GRANTEE:

PUBLIC SERVICE COMPANY OF COLORADO

By: ________________________________

Title: ______________________________
Larry Fuller
Director of Business Operations & Planning
Public Service Company of Colorado, a Colorado corporation

STATE OF COLORADO )
) ss.
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 16th day of July, 2010, by Larry Fuller as Director of Business Operations & Planning for Public Service Company of Colorado.

Witness my hand and official seal:
JAMES K. ARBUCKLE
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 10/12/2010

Notary Public

My Commission expires: ____________
PARCEL A

A parcel of land lying in the southeast one-quarter of Section 35, Township 4 South, Range 68 West, of the 6th Principal Meridian, County of Jefferson, State of Colorado, being a portion of that Tract of land as described in Book 2194, Page 32, Arapahoe County Records, described as follows:

The south 25 feet of the west 25 feet of said Tract.

Containing 625 square feet (0.014 acres) more or less.

An illustration for this description is attached hereto and made a part hereof.

The author of this description is Norman L. Simonson, PLS 28288, prepared on behalf of SEH, 380 Union Boulevard, Suite 630, Lakewood, CO 80228, on May 4, 2010, under Job No. 111146-6.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

Norman L. Simonson, PLS 28288
PARCEL B

A 15 foot wide Easement lying in the southeast one-quarter (SE 1/4) of Section 35, Township 4 South, Range 68 West, of the 6th Principal Meridian, County of Jefferson, State of Colorado, being a portion of that Tract of land as described in Book 2194, Page 32, Arapahoe County Records, described as follows:

The west 15 feet of said Tract; EXCEPT the south 25 feet.

Containing 1,875 square feet (0.043 acres) more or less.

TOGETHER WITH a 10 foot wide Temporary Construction Easement described as follows:

The east 10 feet of the west 25 feet of said Tract; EXCEPT the south 25 feet.

An illustration for this description is attached hereto and made a part hereof.

The author of this description is Norman L. Simonson, PLS 28288, prepared on behalf of SEH, 390 Union Boulevard, Suite 630, Lakewood, CO 80228, on May 25, 2010, under Job No. 111146-8.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

Norman L. Simonson, PLS 28288
ILLAUSION FOR PARCEL B

S. FRANKLIN ST.

E. FLOYD AVE.
N. LINE, SW 1/4, SE 1/4

SW 1/4,
SEC. 35,
T4S, R68W

BK. 2088, PG. 180

PARCEL B
1,675 S.F. (0.043 A.C.) ML.

SE 1/4,
SEC. 35,
T4S, R68W

ROMANS PARK
BK. 2184, PG. 32

LOT 2,
THE MARKS SUB, FLG. NO. 2
BY AUTHORITY

ORDINANCE NO. ______ SERIES OF 2010
COUNCIL BILL NO. 28
INTRODUCED BY COUNCIL MEMBER McCASLIN

AN ORDINANCE GRANTING AN EASEMENT TO QWEST CORPORATION FOR INSTALLATION OF TELECOMMUNICATION FACILITIES LOCATED AT THE BROKEN TEE ENGLEWOOD GOLF COURSE.

WHEREAS, the telecommunications facilities will be located at the Broken Tee Englewood Golf Course; and

WHEREAS, the Qwest Corporation shall have nonexclusive rights to the easement parcel for the purposes of constructing and maintaining their equipment; and

WHEREAS, the Qwest Corporation will restore the area as nearly as possible to the grade and conditions existing prior to the construction;

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

Section 1. The “Grant of Easement – Telecommunications Facilities at the Englewood Golf Course, Broken Tee” from the City of Englewood, Colorado to the Qwest Corporation, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

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

Introduced, read in full, and passed on first reading on the 16th day of August, 2010.

Published as a Bill for an Ordinance in the City’s official newspaper on the 20th day of August, 2010.

Published as a Bill for an Ordinance on the City’s official website beginning on the 18th day of August, 2010 for thirty (30) days.
Read by title and passed on final reading on the 7th day of September, 2010.

Published by title in the City’s official newspaper as Ordinance No. ___, Series of 2010, on the 10th day of September, 2010.

Published by title on the City’s official website beginning on the 8th day of September, 2010 for thirty (30) days.

______________________________
James K. Woodward, Mayor

ATTEST:

______________________________
Loucrishia A. Ellis, City Clerk

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

______________________________
Loucrishia A. Ellis
GRANT OF EASEMENT

Telecommunications Facilities at the Englewood Golf Course, Broken Tee

THIS GRANT of Easement (this "Grant") is made this 14th day of June, 2010, by CITY OF ENGLEWOOD, a Colorado municipal corporation ("Grantor") whose address is 1000 Englewood Parkway, Englewood, Colorado 80110, to the QWEST CORPORATION, a Colorado Corporation, (K.N.A. US WEST Communications, Inc.) ("Grantee") whose address is 1801 California Street, Suite 5100, Denver, CO 80202.

The parties covenant and agree as follows:

1. **Easement Property.** The "Easement Property" shall mean the real property located in the County of Arapahoe, State of Colorado, in the NE ¼ of Section 5, T.5S, R.6W of the 6th P.M., more particularly described on Legal Description attached hereto as Exhibit A, consisting of one (1) page and incorporated herein by reference.

2. **Consideration.** In consideration of the sum of five hundred dollars ($500), due on execution of this grant of easement.

3. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a perpetual nonexclusive easement over, under, across and through the Easement Property for the purpose of constructing, operating, maintaining, repairing, replacing, modifying and removing, telecommunication facilities as described in Exhibit A.

4. **Access.** Grantee shall have the perpetual, nonexclusive right of ingress and egress in, to, over, through and across the Easement Property for any purpose necessary or desirable for the full enjoyment of the rights granted to Grantee under this Grant.

5. **Restoration.** Grantee agrees that after the construction, maintenance, repair, replacement, if any, for the telecommunication facilities, Grantee shall restore the surface of the Easement Property as nearly as possible to the grade and conditions existing immediately prior to said construction, maintenance, repair or replacement, except as may be necessary to accommodate the facility. Grantee further agrees to replace any topsoil and sod removed from any cultivated or agricultural areas on the Easement Property and to remove any excess earth resulting from said construction, maintenance, repair or replacement, at Grantee’s sole cost and expense.

6. **No Improvements.** Grantor covenants and agrees not to construct, erect, place or plan any "Improvements," as hereinafter defined, on the Easement Property other than that described in Exhibit A, without obtaining the prior written consent of Grantee. "Improvements" shall mean any structure.
7. **Subiacent and Lateral Support.** Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement Property to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights granted to Grantee under this Grant.

8. **Rights of Grantor.** Grantor reserves the full right to the undisturbed ownership, use, and occupancy of the Easement Property insofar as said ownership, use, and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant.

9. **Warranty of Title.** Grantor warrants that Grantor has full right and lawful authority to make the grant contained herein.

10. **Abandonment.** In the event that Grantee shall abandon the rights granted to it under this Grant, all right, title, and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold the Easement Property, as the same may then be, free from the rights of Grantee so abandoned. Failure to use the Easement for a period of two years shall constitute evidence of abandonment.

11. **Binding Effect.** This Grant shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement the day and year first above written.

GRANTOR:

CITY OF ENGLEWOOD

By: __________________________

James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk
GRANTEE:
QWEST CORPORATION

By: ___________________________
   Julie McMullin, Delegate Authority

STATE OF COLORADO  )
   ) ss.
COUNTY OF    )

The foregoing instrument was acknowledged before me this 11th day of June 2010, by Julie McCullin as Delegate Authority for QWEST Corporation.

Witness my hand and official seal.

My Commission expires: 3/15/2014
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 1805099, FILED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5, ASSUMED TO BEAR S89°54'55"E A DISTANCE OF 2641.04 FEET, FROM A 3.25"ALUMINUM CAP L.S.#16109 FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 5, TO A 3.25"ALUMINUM CAP L.S.#16109 FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 5;

BEGINNING AT A POINT WHICH BEARS N35°32'36"E A DISTANCE OF 2049.03 FROM SAID CENTER QUARTER CORNER;

THENCE N16°37'41"W A DISTANCE OF 18.70 FEET; THENCE N15°55'56"W A DISTANCE OF 1.42 FEET; THENCE N74°04'04"E A DISTANCE OF 10.00 FEET; THENCE S18°34'36"E A DISTANCE OF 20.00 FEET; THENCE S73°22'19"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; WHENCE SAID EAST QUARTER CORNER BEARS S4°50'42"E A DISTANCE OF 2212.46 FEET;

SAID PARCEL CONTAINS 201 SQUARE FEET OF LAND, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY DECLARE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

CHRISTOPHER P. JULIANA, P.L.S. 31158

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

CHRISTOPHER P. JULIANA, P.L.S. 31158  DATE

FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.
LINE TABLE

<table>
<thead>
<tr>
<th>Line</th>
<th>Bearing</th>
<th>Distance</th>
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<tr>
<td>L1</td>
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<tr>
<td>L2</td>
<td>N15°55'56&quot;W</td>
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<tr>
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</tr>
<tr>
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</tbody>
</table>

OWNER:
CITY OF ENGLEWOOD
RECEPTION NO. 15005099

PECKET EASEMENT
AREA=201 SQ.FT. ±

SOUTH CLAY STREET

POINT OF BEGINNING

C1/4 COR. SEC. 5
T5S, R68W, 6TH P.M.
FND 3.25" ALUM. CAP
LS #16109

E1/4 COR. SEC. 5
T5S, R68W, 6TH P.M.
FND 3.25" ALUM. CAP
LS #16109

SOUTH LINE NE 1/4 SEC. 5, BASIS OF BEARING

1) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY 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 AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE TELECOMMUNICATIONS EASEMENT(S) FOR QWEST COMMUNICATIONS.
4) THIS EXHIBIT SHALL BE CONSIDERED NULL AND VOID IF ALTERED IN ANY WAY.
BY AUTHORITY

ORDINANCE NO.____ SERIES OF 2010
COUNCIL BILL NO. 29
INTRODUCED BY COUNCIL MEMBER WILSON

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF TWO INTERGOVERNMENTAL SUBGRANTEE AGREEMENTS FOR 2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BETWEEN THE ARAPAHOE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF ENGLEWOOD, COLORADO.

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

WHEREAS, the Englewood City Council passed Resolution 71, Series of 2009, supporting Housing and Community Development that authorized submitting an application for 2010 CDBG funding; and

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

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

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

Section 1. The Subgrantee Agreement for 2010 Arapahoe County Community Development Block Grant – Energy Efficient Englewood (E3) Project, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Subgrantee Agreement for 2010 Arapahoe County Community Development Block Grant – Housing Rehabilitation and Handyman Project, attached hereto as Exhibit B, is hereby accepted and approved by the Englewood City Council.

Section 3. Pursuant to Article V, Section 40, of the Englewood Home Rule Charter, the City Council has determined that Exhibits A and B, attached to this Ordinance, shall not be published because of its size. Copies are available in the Office of the Englewood City Clerk.

Section 4. The Mayor and City Clerk are hereby authorized to sign and attest said Agreements for and on behalf of the City of Englewood, Colorado.

Section 5. The City Manager shall be authorized to further extend the subgrantee agreements for the 2010 Arapahoe County Community Development Block Grant Program as needed.
Introduced, read in full, and passed on first reading on the 16th day of August, 2010.

Published as a Bill for an Ordinance in the City’s official newspaper on the 20th day of August, 2010.

Published as a Bill for an Ordinance on the City’s official website beginning on the 18th day of August, 2010 for thirty (30) days.

Read by title and passed on final reading on the 7th day of September, 2010.

Published by title in the City’s official newspaper as Ordinance No. ___ Series of 2010, on the 10th day of September, 2010.

Published by title on the City’s official website beginning on the 8th day of September, 2010 for thirty (30) days.

__________________________
James K. Woodward, Mayor

ATTEST:

__________________________
Loucrishia A. Ellis, City Clerk

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

__________________________
Loucrishia A. Ellis
SUBGRANTEE AGREEMENT FOR
ARAPAHOE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

SUBGRANTEE: CITY OF ENGLEWOOD
PROJECT NAME: ENERGY EFFICIENT ENGLEWOOD (E3)
PROJECT NUMBER: ENHS 1012

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

I. PURPOSE

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

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

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

II. WORK TO BE COMPLETED BY THE SUBGRANTEE

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

The SubGrantee will utilize CDBG funding to provide grants to nine (9) low to moderate income homeowners for energy efficiency interior and exterior home improvements. The intent of the project is both to improve the energy efficiency of homes that focuses on work items that qualify for federal tax credits or any other state or local rebate program, including, but not limited to Energy Star furnaces, water heaters, windows, doors, skylights, insulation, roofing, siding, evaporative coolers, and refrigerators. A maximum of $8,000 will be granted per household and the grant requires a 20% match from the homeowner. If the homeowner does not have the required match, then the grant will be secured by a declining deed of trust recorded on the property that will be forgiven over a five year period.

A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed $77,500. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance
criteria established in Section II-C. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

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

B. Timeline

All Project activities will be completed, and draw requests submitted, by April 30, 2011 unless the Subgrantee notifies the County in writing by April 15, 2011 that the project cannot be completed, and all draw requests submitted, until May, 31, 2011. In the event that the completion deadline falls on a weekend or holiday, the deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past May 31, 2011, the Agreement must be modified by mutual agreement of the County and SubGrantee.

C. Performance Criteria

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

1. Quantifiable Goals:

The SubGrantee will utilize CDBG funding to provide grants to nine (9) low to moderate income homeowners for energy efficiency interior and exterior home improvements. The intent of the project is both to improve the energy efficiency of homes that focuses on work items that qualify for federal tax credits or any other state or local rebate program, including, but not limited to Energy Star furnaces, water heaters, windows, doors, skylights, insulation, roofing, siding, evaporative coolers, and refrigerators. A maximum of $8,000 will be granted per household and the grant requires a 20% match from the homeowner. If the homeowner does not have the required match, then the grant will be secured by a declining deed of trust recorded on the property that will be forgiven over a five year period.

An energy audit will be required of each home prior to the start of construction to determine the areas of greatest energy efficiency need. The energy audits will be paid through administrative funds. Construction funds will be disbursed to the homeowner as the work items are completed with reimbursement based on receipts for materials and labor expenses.
When appropriate, the SubGrantee will refer clients to the County’s weatherization program for assistance, rather than provide a duplicate service. This referral will be documented and kept in the client file. In cases where appliances or systems are purchased or installed with funds covered under this grant, the appliances or systems must meet energy star standards.

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

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

2. Community Impact:

Affordable housing – stability and housing quality

3. Quarterly Performance Standards:

**September 30, 2010:**
Market program, interview potential clients

**December 31, 2010:**
Continue to market program, interview potential clients
Provide three (3) renovation grants

**March 31, 2011:**
Continue to market program, interview potential clients
Provide four (4) renovation grants

**April 30, 2010:**
Provide two (2) renovation grants
Cumulative total of nine (9) grants
Complete all renovations funded by project
Submit final drawdown and completion report to County

**D. Reporting Requirements**

1. Project reports will be due within fifteen days following the end of each calendar year quarter (June 1 to September 30 report is due October 15; October 1 to December 31 report is due January 15; January 1 to March 31 report is due April 15; and the final completion report is due May 31) until the Project is completed.
2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.

E. Labor Standards (Davis-Bacon)

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

F. Lead Based Paint Regulations

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

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

G. Environmental Review

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

H. Uniform Relocation Act (URA)

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

III. RESPONSIBILITIES OF THE SUBGRANTEE

A. Federal Compliance

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

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

16. Conflict of Interest:
   (a) Applicability. In the procurement of property and services by participating jurisdiction, State recipients, and subrecipients, the conflict of interest provision in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
   (b) Conflicts prohibited. No persons described in paragraph (c) of this section who exercise or who have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
   (c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving CDBG funds.
   (d) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the CDBG Investment Partnership Program and the effective and efficient administration of the participating jurisdiction’s program or project. An exception may be considered only after the participating jurisdiction has provided the following:
(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the participating jurisdiction’s or State recipient’s attorney that the interest for which the exemption is sought would not violate State or local law.

(e) Factors to be considered for exemption. In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether the person affected is a member of a group or class of low income persons intended to be the beneficiaries of the assisted activity and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

(5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

(f) Owners and Developers.

(1) No owner, developer or sponsor of a project assisted with CDBG funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a CDBG-assisted affordable housing unit in a project. This provision does not apply to an individual who receives CDBG funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

(2) Exceptions. Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f) (1) of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the CDBG program and the effective and efficient administration of the owner’s or developer’s CDBG-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:
(i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provide to the group or class;
(ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;
(iii) Whether the tenant protection requirements of Sec. 92.253 are being observed;
(iv) Whether the affirmative marketing requirements of Sec. 92.351 are being observed and followed; and
(v) Any other factor relevant to the participating jurisdiction’s determination, including the timing of the requested exception.

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

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

B. Non-Appropriations Clause

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

C. Expenditure Restrictions

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

D. Agreement Changes

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

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

1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.

2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

F. Indemnity

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

G. Bonding and Insurance

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

1. Comprehensive General Liability: In the amount of not less than $1,000,000 combined single limit. Coverage to include:
   a. Premises Operations
   b. Products/Completed Operations
   c. Broad Form Contractual Liability
   d. Independent Contractors
   e. Broad Form Property Damage
   f. Employees as Additional Insured
g. Personal Injury
h. Arapahoe County and the SubGrantee as Additional Named Insured
i. Waiver of Subrogation

2. Comprehensive Automobile Liability: In the amount of not less than $1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
a. Arapahoe County and the SubGrantee as additional Named Insured
b. Waiver of Subrogation

3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.

4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.

6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently $100,000):
1. A bid guarantee from each bidder equivalent to 5% of the bid price;
2. A performance bond on the part of the contractor for 100% of the contract price; and
3. A payment bond on the part of the contractor for 100% of the contract price.

H. Records

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

I. Reporting

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

J. Timeliness

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

K. Reimbursement for Expenses

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

L. Program Income

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

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

N. State and County Law Compliance

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

O. Subcontracts

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

P. Suspension or Termination

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or
cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

S. Disallowance

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

T. Verification of Lawful Presence

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

IV. RESPONSIBILITIES OF THE COUNTY

A. Administrative Control

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

B. Performance and Compliance Monitoring

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

C. Reporting to HUD

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

V. EXTENT OF THE AGREEMENT

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

VI. NOTICES

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

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

and

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

To the SubGrantee:   City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110
In Witness Whereof, the Parties have caused this Agreement to be duly executed this __________ day of __________________________, 2010.

SubGrantee: City of Englewood

__________________________
Signature James K. Woodward

__________________________
Mayor

Title

Board of County Commissioners
Arapahoe County, Colorado

Don Klemme on behalf of the Board of County Commissioners
Pursuant to Resolution #100140
# PROJECT BUDGET

<table>
<thead>
<tr>
<th>COLUMN A</th>
<th>COLUMN B</th>
<th>COLUMN C</th>
<th>COLUMN D</th>
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<tr>
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<td>Estimated Total Cost of Activity</td>
<td>CDBG Funds</td>
<td>Other Funds Committed</td>
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<td>Project administration, including personnel costs, Lead Based Paint testing costs, and Energy Audit costs</td>
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SUBGRANTEE AGREEMENT FOR
ARAPAHOE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

SUBGRANTEE: CITY OF ENGLEWOOD
PROJECT NAME: HOUSING REHABILITATION AND HANDYMAN PROJECT
PROJECT NUMBER: ENHS 1013

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

I. PURPOSE

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

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

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

II. WORK TO BE COMPLETED BY THE SUBGRANTEE

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

The SubGrantee will utilize CDBG funding to provide four (4) low interest loans and/or grants to low to moderate income homeowners for home improvements within the City of Englewood. The project provides loans up to $24,999 at varying interest rates depending upon the household income. The project is designed to address: life threatening or safety problems; handicapped retrofitting; energy conservation measures; elimination of potential code problems; and general property improvements. Improvements may include, but are not limited to repairs and replacement of furnaces, water heaters, roofs, gutters, windows, doors, sidewalks, plumbing, electrical, wheelchair ramps, and HVAC work.

The project will also include a Handyman Project which will provide grants to low to moderate income homeowners within the City of Englewood, including mobile homeowners, for minor handyman repairs not to exceed $1,000 per one-year period. Minor handyman repairs may include, but are not limited to, window repair and replacement, plumbing leaks, weatherstripping, gutter repair, furnace repair, accessibility fixture installation and repair, minor electrical work, and minor roof repairs.
A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed $50,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Section II-C. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

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

B. Timeline

All Project activities will be completed, and draw requests submitted, by April 30, 2011 unless the Subgrantee notifies the County in writing by April 15, 2011 that the project cannot be completed, and all draw requests submitted, until May 31, 2011. In the event that the completion deadline falls on a weekend or holiday, the deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past May 31, 2011, the Agreement must be modified by mutual agreement of the County and SubGrantee.

C. Performance Criteria

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

1. Quantifiable Goals:

   The SubGrantee will utilize CDBG funding to provide four (4) low interest loans and/or grants to low to moderate income homeowners for home improvements. The project provides loans up to $24,999 at varying interest rates depending upon the household income. The project is designed to address: life threatening or safety problems; handicapped retrofitting; energy conservation measures; elimination of potential code problems; and general property improvements. Improvements may include, but are not limited to repairs and replacement of furnaces, water heaters, roofs, gutters, windows, doors, sidewalks, plumbing, electrical, wheelchair ramps, and HVAC work.
The project will also include a Handyman Project which will provide grants to low to moderate income homeowners within the City of Englewood, including mobile homeowners, for minor handyman repairs not to exceed $1,000 per one-year period. Minor handyman repairs may include, but are not limited to, window repair and replacement, plumbing leaks, weatherstripping, gutter repair, furnace repair, accessibility fixture installation and repair, minor electrical work, and minor roof repairs.

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

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

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

2. Community Impact:

Affordable housing – stability and housing quality

3. Quarterly Performance Standards:

**September 30, 2010:**
Market project, interview potential clients, construction assessment

**December 31, 2010:**
Continue to market project, interview potential clients, construction assessment
Provide one (1) rehabilitation loans/grants

**March 31, 2011:**
Continue to market project, interview potential clients, construction assessment
Provide two (2) rehabilitation loans/grants

**April 30, 2010:**
Provide one (1) rehabilitation loans/grants
Cumulative total of four (4) rehabilitation loans/grants
Complete all rehabilitations funded by project
Submit final drawdown and completion report to County
D. Reporting Requirements

1. Project reports will be due within fifteen days following the end of each calendar year quarter (June 1 to September 30 report is due October 15; October 1 to December 31 report is due January 15; January 1 to March 31 report is due April 15; and the final completion report is due May 31) until the Project is completed.

2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.

3. The SubGrantee shall report quarterly, and annually, all program income generated by activities carried out with CDBG funds. The SubGrantee shall report annually program income balances (cash on hand).

E. Labor Standards (Davis-Bacon)

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

F. Lead Based Paint Regulations

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

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

G. Environmental Review

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

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

III. RESPONSIBILITIES OF THE SUBGRANTEE

A. Federal Compliance

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

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

   (a) Applicability. In the procurement of property and services by participating jurisdiction, State recipients, and subrecipients, the conflict of interest provision in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
   (b) Conflicts prohibited. No persons described in paragraph (c) of this section who exercise or who have exercised any functions or responsibilities with respect to activities assisted with CDBG funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving CDBG funds.

(d) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the CDBG Program and the effective and efficient administration of the participating jurisdiction’s program or project. An exception may be considered only after the participating jurisdiction has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the participating jurisdiction’s or State recipient’s attorney that the interest for which the exemption is sought would not violate State or local law.

(e) Factors to be considered for exemption. In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether the person affected is a member of a group or class of low income persons intended to be the beneficiaries of the assisted activity and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

(5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

(f) Owners and Developers.

(1) No owner, developer or sponsor of a project assisted with CDBG funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a CDBG-assisted affordable housing unit in a project. This provision does not apply to an individual who receives CDBG funds to acquire or rehabilitate his or her
principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

(2) Exceptions. Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f) (1) of this section on a case-by-case basis when it determines that the exception will serve to further the purpose of the CDBG program and the effective and efficient administration of the owner's or developer’s CDBG-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

(i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
(ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;
(iii) Whether the tenant protection requirements of Sec. 92.253 are being observed;
(iv) Whether the affirmative marketing requirements of Sec. 92.351 are being observed and followed; and
(v) Any other factor relevant to the participating jurisdiction’s determination, including the timing of the requested exception.

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

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

B. Non-Appropriations Clause

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

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1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.

2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

F. Indemnity

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

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

1. Comprehensive General Liability: In the amount of not less than $1,000,000 combined single limit. Coverage to include:
   a. Premises Operations
   b. Products/Completed Operations
   c. Broad Form Contractual Liability
   d. Independent Contractors
   e. Broad Form Property Damage
   f. Employees as Additional Insured
   g. Personal Injury
   h. Arapahoe County and the SubGrantee as Additional Named Insured
   i. Waiver of Subrogation

2. Comprehensive Automobile Liability: In the amount of not less than $1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
   a. Arapahoe County and the SubGrantee as additional Named Insured
   b. Waiver of Subrogation

3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.

4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
   a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
   b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
   c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
   d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has
complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.

6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

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

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

H. Records

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

I. Reporting

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

J. Timeliness

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

K. Reimbursement for Expenses

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

L. Program Income

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be retained by the SubGrantee and will be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. If the project ceases to exist, all program income and any outstanding loans directly generated from the use of CDBG funds will be remitted to the County. The agreement shall remain in effect during any period that the SubGrantee has control over CDBG funds, including program income.

M. Real Property

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

N. State and County Law Compliance

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

O. Subcontracts

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

P. Suspension or Termination

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

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

R. The SubGrantee certifies that to the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

S. Disallowance

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

T. Verification of Lawful Presence

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

IV. RESPONSIBILITIES OF THE COUNTY

A. Administrative Control

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

B. Performance and Compliance Monitoring

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

C. Reporting to HUD

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

V. EXTENT OF THE AGREEMENT

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

VI. NOTICES

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

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

and

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

To the SubGrantee: City of Englewood
1000 Englewood Parkway
Englewood, CO 80110
In Witness Whereof, the Parties have caused this Agreement to be duly executed this ________ day of __________________________, 2010.

SubGrantee: City of Englewood

__________________________________________
Signature James K. Woodward

__________________________________________
Mayor

______________________________
Title

Board of County Commissioners
Arapahoe County, Colorado

__________________________________________
Don Klemme on behalf of the Board of County Commissioners
Pursuant to Resolution #100140
## PROJECT BUDGET

<table>
<thead>
<tr>
<th>COLUMN A</th>
<th>COLUMN B</th>
<th>COLUMN C</th>
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<td>Estimated Total Cost of Activity</td>
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COUNCIL COMMUNICATION

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<th>Subject:</th>
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<td>September 7, 2010</td>
<td>11 a i</td>
<td>An Emergency Bill for an Ordinance Authorizing The Issuance of General Obligation Refunding Bonds Series 2010</td>
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<td>Finance and Administrative Services Department</td>
<td>Frank Gryglewicz, Director</td>
</tr>
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COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has not formally taken any action regarding the issuance of these refunding bonds, but the subject was briefly discussed with City Council at the study session on August 16, 2010.

RECOMMENDED ACTION

Staff recommends Council approve the attached emergency bill for an ordinance authorizing the issuance of General Obligation Refunding Bonds. The proceeds from the sale of these bonds will be used to refinance the City’s General Obligation Bonds, Series 2001 and 2002 to lower interest rates.

This emergency ordinance not only authorizes the issuance of the bonds, but also establishes an escrow account for refunding the existing bonds, prescribes the form of the bonds (book entry), pledges the full faith and credit of the City of Englewood for the repayment of the bonds from any and all sources available to the City, and other details and approving documents in connection with the bonds.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2001, the voters of the City of Englewood approved the issuance of $12.8 million in general obligation bonds. The City of Englewood used the bond proceeds for improvements to the Malley Center, Recreation Center, and construction of the Pirates Cove Family Aquatic Center.

City staff believes it is in the best interest of the City to refinance this debt to lower interest rates. This will reduce debt service payments and reduce the tax burden on citizens. On a dollar cost basis this will save the citizens approximately $500,000 in debt service costs over the life of the refunding bonds.

This bill for an ordinance is being passed by emergency ordinance so the bonds can be issued as quickly as possible to reduce the possibility of increased interest rates as well as possibly inducing more investor interest in purchasing the bonds. The ordinance requires that the refinancing produce savings of at least $400,000 after payment of all expenses. Second and final reading of this bill for ordinance will be September 20, 2010.
FINANCIAL IMPACT

This action should not have a direct impact on the City’s financial condition, as the debt service requirements are funded by property taxes dedicated to repaying the debt but it will reduce the amount of taxes the citizens of Englewood will pay.

LIST OF ATTACHMENTS

Proposed Emergency Bill for an Ordinance
BY AUTHORITY

ORDINANCE NO. ___
SERIES OF 2010

COUNCIL BILL NO. 30
INTRODUCED BY COUNCIL MEMBER __________

A BILL FOR

AN ORDINANCE OF THE CITY OF ENGLEWOOD AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010, TO REFUND THE CITY’S OUTSTANDING GENERAL OBLIGATION BONDS AT A LOWER INTEREST RATE; PROVIDING THE FORM OF THE BONDS AND OTHER DETAILS IN CONNECTION THEREWITH; APPROVING DOCUMENTS RELATING TO THE BONDS AND DECLARING AN EMERGENCY.

WITNESSETH:

WHEREAS, the City of Englewood, Colorado is a municipal corporation duly organized and operating as a home rule city under Article XX of the Constitution of the State of Colorado and the Charter of the City (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance); and

WHEREAS, pursuant to Section 106 of the Charter, the City may issue refunding bonds by ordinance, without an election, for the purpose of paying outstanding bonds of the City; and

WHEREAS, pursuant to Article X, Section 20 of the State Constitution (TABOR) refinancing bonded debt at lower interest rates does not require voter approval in advance under the terms and provisions of TABOR; and

WHEREAS, the City previously issued its “City of Englewood, Colorado, General Obligation Bonds, Series 2001” of which $4,000,000 in aggregate principal amount mature on and after December 1, 2012, are currently outstanding and bear interest at rates between 4.60% and 5.10% per annum (the “Refunded Series 2001 Bonds”); and

WHEREAS, the Refunded Series 2001 Bonds are subject to redemption prior to maturity and the option of the City, in whole or in part, on December 1, 2011 upon payment of par plus accrued interest to the redemption date, without redemption premium; and

WHEREAS, the principal of and interest on the Refunded Series 2001 Bonds are payable at UMB Bank, n.a. (as successor in interest to American National Bank and The Bank of Cherry Creek, N.A.), in Denver, Colorado, or its successor, as paying agent; and

WHEREAS, the City previously issued its “City of Englewood, Colorado, General Obligation Bonds, Series 2002” of which $5,630,000 in aggregate principal amount mature on and after December 1, 2012, are currently outstanding and bear interest at rates between 3.65% and 4.75% per annum (the “Refunded Series 2002 Bonds”); and
WHEREAS, the Refunded Series 2002 Bonds maturing on and after December 1, 2013 are subject to redemption prior to maturity and the option of the City, in whole or in part, on December 1, 2012 upon payment of par plus accrued interest to the redemption date, without redemption premium; and

WHEREAS, the principal of and interest on the Refunded Series 2002 Bonds are payable at UMB Bank, n.a. (as successor in interest to American National Bank and The Bank of Cherry Creek, A Division of Western National Bank), in Denver, Colorado, or its successor, as paying agent; and

WHEREAS, the Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado, has presented a proposal to the City to advance refund the Refunded Series 2001 Bonds and the Refunded Series 2002 Bonds through the issuance of the City’s General Obligation Refunding Bonds, Series 2010, and the Council has determined that the negotiated sale of the Bonds to said company is to the best advantage of the City; and

WHEREAS, net proceeds derived from the sale of the Bonds, together with other legally available funds of the City if necessary, will be irrevocably deposited with the Bank and placed into a special fund and trust account for the purpose only of paying the principal of and interest due and payable on the Refunded Bonds on and prior to the Call Date; and

WHEREAS, the City has received and there are available to the members of the Council, forms of the Preliminary Official Statement, the Bond Purchase Agreement, the Escrow Agreement and the Paying Agent Agreement; and

WHEREAS, the Council desires to authorize the issuance and sale of the Bonds and, as provided in Title 11, Article 57, Part 2, Colorado Revised Statutes, delegate authority to the Sale Delegate to make certain determinations regarding the Bonds to be set forth in the Sale Certificate in accordance with the provisions of this Ordinance.

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

Section 1. Definitions. The following terms shall have the following meanings as used in this Ordinance:

"Act" means Part 2 of Article 57 of Title 11, Colorado Revised Statutes, or any successor statutes thereto.

"Ballot Issue Authorization" means the bond ballot issue approved by a majority of the City’s electors at the election held November 6, 2001, and pursuant to which, in addition to other bond issues, the Refunded Bonds were issued.

"Bank" means UMB Bank, n.a., a national banking association duly organized and existing under the laws of the United States of America which has full and complete trust powers and is a qualified institution under the Public Deposit Protection Act of the State.
“Bond Account” means the account established by the provisions hereof to account for the moneys for which a separate tax levy is made, or legally available moneys are applied, to satisfy the obligations of the Bonds. The Bond Account shall be a subsidiary account of the appropriate fund or account of the City and separately accounted for by the City in accordance with the provisions hereof.

“Bond Counsel” means (a) as of the date of issuance of the Bonds, Kutak Rock LLP, and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the City with nationally recognized expertise in the issuance of municipal bonds.

“Bond Insurance Policy” means the municipal bond insurance policy issued by the Bond Insurer, if any, insuring the payment when due of the principal of and interest on the Bonds as provided therein.

“Bond Insurer” means entity, if any, designated in the Sale Certificate which is to issue the Bond Insurance Policy.

“Bond Obligation” means, as of any date, the principal amount of the Bonds Outstanding as of such date.

“Bond Purchase Agreement” means the Bond Purchase Agreement, pursuant to which the City is to agree to sell and the Underwriter is to agree to purchase the Bonds at the prices and on the terms set forth therein.

“Bonds” and “Series 2010 Bonds” means the Bonds authorized by the Section hereof titled “Authorization and Purpose of Bonds.”

“Business Day” means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

“Charter” means the home rule Charter of the City.

“Call Date” means the date or dates on which the Refunded Bonds shall be called for optional prior redemption as established in the Sale Certificate.

“City” means the City of Englewood, Colorado, and any successor thereto.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

“Commitment” means that certain offer, if any, to issue the Bond Insurance Policy issued by the Bond Insurer.

“Council” means the City Council of the City.
“County” means Arapahoe County, Colorado.

“Dated Date” means the original dated date for the Bonds as established in the Sale Certificate.

“Defeasance Securities” means bills, certificates of indebtedness, notes, bonds or similar securities which are direct, non callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to the extent such investments are Permitted Investments.

“DTC” means The Depository Trust Company, New York, New York, and its successors in interest and assigns.

“DTC Blanket Letter of Representations” means the letter of representations from the City to DTC to induce DTC to act as securities depository for the Bonds.

“Escrow Account” means, in connection with the Bonds, the account established and designated as such in the section hereof entitled “Escrow Account; Payment of Refunded Bonds” to be maintained by the Bank in accordance with the Escrow Agreement and the provisions hereof.

“Escrow Agreement” means the Escrow Agreement dated as of the Dated Date, between the City and the Bank.

“Event of Default” means any of the events specified in the Section hereof titled “Events of Default.”

“Interest Payment Date” means each June 1 and December 1, commencing December 1, 2010, or such other dates as established in the Sale Certificate for payment of interest on the Bonds.

“Official Statement” means the final Official Statement relating to the Bonds.

“Ordinance” means this Ordinance, including any amendments or supplements hereto.

“Outstanding” means, as of any date, all Bonds issued and delivered by the City, except the following:

(a) any Bond cancelled by the City or the Paying Agent, or otherwise on the City’s behalf, at or before such date;

(b) any Bond held by or on behalf of the City;

(c) any Bond for the payment or the redemption of which moneys or Defeasance Securities sufficient to meet all of the payment requirements of the principal of, premium, if any, and interest on such Bond to the date of maturity or prior redemption thereof, shall have theretofore been deposited in trust for such purpose in accordance with the Section hereof titled “Defeasance”; and
(d) any lost, apparently destroyed, or wrongfully taken Bond in lieu of or in substitution for which another bond or other security shall have been executed and delivered.

“Owner” means the Person or Persons in whose name or names a Bond is registered on the registration books maintained by the Paying Agent pursuant hereto.

“Paying Agent” means the Bank and its successors in interest or assigns approved by the City.

“Paying Agent Agreement” means an agreement between the City and the Paying Agent concerning the duties and obligations of the Paying Agent with respect to the Bonds.

“Permitted Investments” means any investment in which funds of the City may be invested under the Charter and the laws of the State at the time of such investment.

“Person” means a corporation, firm, other body corporate, partnership, association or individual and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

“Preliminary Official Statement” means the Preliminary Official Statement prepared in connection with the sale and issuance of the Bonds.

“Principal Payment Date” means December 1, or such other date or dates of each year as established in the Sale Certificate for payment of principal of the Bonds.

“Record Date” means, if the Interest Payment Date is on the first day of the month, the fifteenth day of the month immediately preceding the month (whether or not such day is a Business Day) in which such Interest Payment Date occurs and, if the Interest Payment Date is on the fifteenth day of the month, the first day of the month (whether or not such day is a Business Day) in which such Interest Payment Date occurs.

“Refunded Bond Requirements” means the principal and interest due in connection with the Refunded Series 2001 Bonds and the Refunded Series 2002 Bonds until paid and cancelled in accordance with their terms or called for redemption, paid and cancelled on the Call Date.

“Refunded Bond Ordinance” means the ordinance or ordinances of the City authorizing the issuance of the Refunded Bonds.

“Refunded Bonds” means the Refunded Series 2001 Bonds and the Refunded Series 2002 Bonds, as later determined by the Sale Delegate and identified in the Sale Certificate as the Refunded Bonds.

“Refunded Bonds Paying Agent” means UMB Bank, n.a. (as successor in interest to American National Bank and The Bank of Cherry Creek, N.A. and The Bank of Cherry Creek, a division of Western National Bank), in Denver, Colorado, as paying agent for the Refunded Bonds, or any successor thereto.


“Refunding Project” means the advance refunding of the Refunded Bonds and the payment of the costs of issuance of the Bonds.

“Sale Certificate” means the certificate executed by the Sale Delegate under the authority delegated pursuant to this Ordinance, including but not limited to the Sections hereof titled “Bond Details,” “Redemption of Bonds Prior to Maturity”, “Escrow Account; Payment of Refunded Bonds,” “Approval of Related Documents” and “Bond Insurance Determination” which set forth, among other things, the rate of interest on the Bonds, the conditions on which and the prices at which the Bonds may be redeemed before maturity, the price at which the Bonds will be sold, the Dated Date, the amount of principal maturing in any particular year, the dates on which principal and interest will be paid, the Refunded Bonds to be included in the Refunding Project, the Call Date for the Refunded Bonds, whether or not the Bonds will be secured by the Bond Insurance Policy and the terms of any agreement with the Bond Insurer if a Commitment is accepted regarding the Bonds.

“Sale Delegate” means the Director of Finance and Administrative Services of the City or, in the event such person is unavailable, the City Manager.

“State” means the State of Colorado.

“Tax Letter of Instructions” means the Tax Letter of Instructions, dated the date on which the Bonds are originally issued and delivered to the City by Bond Counsel, as such instructions may be superseded or amended in accordance with their terms.


Section 2. Authorization and Purpose of Bonds. Pursuant to and in accordance with the Act and the Charter, the City hereby authorizes, and directs that there shall be issued, the “City of Englewood, Colorado, General Obligation Refunding Bonds, Series 2010” for the purpose of providing funds for the Refunding Project. The caption for the Bonds also shall include “Series 2010 Bonds” or “Series 2011 Bonds” depending on the actual date of issuance of the Bonds.

Section 3. Bond Details.

(a) Registered Form, Denominations, Dated Date and Numbering. The Bonds shall be issued in fully registered form, shall be dated as of the Dated Date, and shall be registered in the names of the Persons identified in the registration books maintained by the Paying Agent pursuant hereto. The Bonds shall be issued in denominations of $5,000 in principal amount or any integral multiple thereof. The Bonds shall be consecutively numbered, beginning with the number one, preceded by the letter “R.”
(b) **Maturity Dates, Principal Amounts and Interest Rates.** The Bonds shall mature on the Principal Payment Date of the years and in the principal amounts, and shall bear interest at the rates per annum (calculated based on a 360-day year of twelve 30-day months) set forth in the Sale Certificate.

(c) **Accrual and Dates of Payment of Interest.** Interest on the Bonds shall accrue at the rates set forth in the Sale Certificate from the later of the Dated Date or the latest Interest Payment Date (or in the case of defaulted interest, the latest date) to which interest has been paid in full and shall be payable on each Interest Payment Date.

(d) **Delegation for Sales Certificate.** The Council hereby delegates to the Sale Delegate for a period of six months from the date of adoption of this Ordinance the following (which shall be set forth in the Sale Certificate for the Bonds):

(i) the Dated Date of the Bonds;

(ii) the Principal Payment Date;

(iii) the Interest Payment Date;

(iv) the aggregate principal amount of the Bonds;

(v) the price at which the Bonds will be sold pursuant to the Bond Purchase Agreement;

(vi) the amount of principal of the Bonds maturing in any particular year and the respective interest rates borne by the Bonds;

(vii) the Bonds which may be redeemed at the option of the District, the dates upon which such optional redemption may occur, and the prices at which such Bonds may be optionally redeemed; and

(viii) the principal amounts, if any, of Bonds subject to mandatory sinking fund redemption and the years in which such Bonds will be subject to such redemption.

(e) **Sale Parameters.** The authority delegated to the Sale Delegate by this Section shall be subject to the following parameters:

(i) the aggregate principal amount of the Bonds shall not exceed $10,750,000;

(ii) the final maturity of the Bonds shall be no later than December 31, 2025;

(iii) the net effective interest rate on the Bonds shall not exceed 3.75%;
(iv) the maximum annual debt service on the Bonds, when combined with the annual debt service for other outstanding general obligation bonds issued pursuant to, or representing general obligation bonds refunding bonds issued pursuant to, the Ballot Issue Authorization shall not exceed $1,300,000; and

(v) the present value savings as a percentage of the aggregate principal amount of the Refunded Bonds shall be at least three percent (3%) computed based upon the arbitrage yield for such series of Bonds to the date of delivery of the Bonds, assuming semi-annual compounding.

(f) **Manner and Form of Payment.** Principal of each Bond shall be payable to the Owner thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent in the city identified in the definition of Paying Agent in the Section hereof titled “Definitions” or at such other office of the Paying Agent designated by the Paying Agent for such purpose. Interest on each Bond shall be payable by check or draft of the Paying Agent mailed on each Interest Payment Date to the Owner thereof as of the close of business on the corresponding Record Date; provided that interest payable to any Owner may be paid by any other means agreed to by such Owner and the Paying Agent that does not require the City to make moneys available to the Paying Agent earlier than otherwise required hereunder or increase the costs borne by the City hereunder. All payments of the principal of and interest on the Bonds shall be made in lawful money of the United States of America.

(g) **Book-Entry Registration.** Notwithstanding any other provision hereof, the Bonds shall be delivered only in book entry form registered in the name of Cede & Co., as nominee of DTC, acting as securities depository of the Bonds and principal of and interest on the Bonds shall be paid by wire transfer to DTC; provided, however, if at any time the Paying Agent determines, and notifies the City of its determination, that DTC is no longer able to act as, or is no longer satisfactorily performing its duties as, securities depository for the Bonds, the Paying Agent may, at its discretion, either (i) designate a substitute securities depository for DTC and reregister the Bonds as directed by such substitute securities depository; or (ii) terminate the book entry registration system and reregister the Bonds in the names of the beneficial owners thereof provided to it by DTC. Neither the City nor the Paying Agent shall have any liability to DTC, Cede & Co., any substitute securities depository, any Person in whose name the Bonds are reregistered at the direction of any substitute securities depository, any beneficial owner of the Bonds or any other Person for (A) any determination made by the Paying Agent pursuant to the proviso at the end of the immediately preceding sentence or (B) any action taken to implement such determination and the procedures related thereto that is taken pursuant to any direction of or in reliance on any information provided by DTC, Cede & Co., any substitute securities depository or any Person in whose name the Bonds are reregistered.

**Section 4. Redemption of Bonds Prior to Maturity.**

(a) **Optional Redemption.** The Bonds shall be subject to redemption at the option of the City, in whole or in part, and if in part in such order of maturities as the City
shall determine and by lot within a maturity on such dates as set forth in the Sale Certificate. The Council hereby delegates to the Sale Delegate the authority to determine the dates on which the Bonds shall be subject to optional redemption and the redemption price or prices at which such redemption may be made.

(b) **Mandatory Sinking Fund Redemption.** All or any principal amount of the Bonds may be subject to mandatory sinking fund redemption by lot on the Principal Payment Date of the years and in the principal amounts specified in the Sale Certificate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date. The Council hereby delegates to the Sale Delegate the authority to determine the principal amounts and dates on which the Bonds shall be subject to mandatory sinking fund redemption.

(c) **Redemption Procedures.** Notice of any redemption of Bonds shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first class, postage prepaid mail, not more than 60 days nor less than 30 days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with this Ordinance funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled.

**Section 5. Security for the Bonds.**

(a) **General Obligations.** The Bonds shall be general obligations of the City and the full faith and credit of the City are pledged for the punctual payment of the principal of and interest on the Bonds. The Bonds shall not constitute a debt or indebtedness of the County, the State or any political subdivision of the State other than the City.

(b) **Levy of Ad Valorem Taxes.** For the purpose of paying the principal of and interest on the Bonds when due, respectively, the Council shall annually determine and certify to the Board of County Commissioners of the County, a rate of levy for general ad valorem taxes, without limitation as to rate or amount, on all of the taxable property in the City, sufficient to pay the principal of and interest on the Bonds when due, respectively, whether at maturity or upon earlier redemption.

(c) **Application of Proceeds of Ad Valorem Taxes.** The general ad valorem taxes levied pursuant to subsection (b) of this Section, when collected, shall be deposited in the Bond Account and shall be applied solely to the payment of the principal of and
interest on the Bonds and for no other purpose until the Bonds, including principal and interest, are fully paid, satisfied and discharged.

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

(e) **Use or Advance of Other Legally Available Moneys.** Nothing herein shall be interpreted to prohibit or limit the ability of the City to use legally available moneys from the operation of its water system to pay all or any portion of the principal of or interest on the Bonds. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Bonds, the City may, but shall not be required to, (i) reduce the amount of taxes levied for such purpose pursuant to subsection (b) of this Section or (ii) use proceeds of taxes levied pursuant to subsection (b) of this Section to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Bonds. If the City selects alternative (ii) in the immediately preceding sentence, the taxes levied pursuant to subsection (b) of this Section shall include amounts sufficient to fund the reimbursement.

(f) **Certification to County Commissioners.** It is hereby declared that, if the City does not otherwise determine and certify to the Board of County Commissioners of the County a rate of levy for general ad valorem property taxes as required by subsection (b) of this Section, the foregoing provisions of this Section shall constitute a certificate from the Council to the Board of County Commissioners of the County showing the aggregate amount of ad valorem taxes to be levied by the Board of County Commissioners of the County from time to time, as required by law, for the purpose of paying the principal of and interest on the Bonds when due.

(g) **Deposit of Moneys to Pay Bonds with, and Payment of Bonds by Paying Agent.** No later than three Business Days immediately preceding each date on which a payment of principal of or interest on the Bonds is due, the City, from moneys in the Bond Account, shall deposit moneys with the Paying Agent in an amount sufficient to pay the principal of and interest on the Bonds due on such date. The Paying Agent shall use the moneys so deposited with it to pay the principal of and interest on the Bonds when due.

**Section 6. Form of Bonds.** The Bonds shall be in substantially the form set forth in Appendix A hereto with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the City executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). All covenants, statements, representations and agreements contained in the Bonds are hereby approved and adopted as the covenants, statements, representations and agreements of the City.
Although attached as appendices for the convenience of the reader, Appendix A is an integral part of this Ordinance and are incorporated herein as if set forth in full in the body of this Ordinance.

Section 7. Execution of Bonds. The Bonds shall be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, shall bear a manual or facsimile of the seal of the City and shall be attested by the manual or facsimile signature of the City Clerk of the Council, all of whom are hereby authorized and directed to prepare and execute the Bonds in accordance with the requirements hereof. Should any officer whose manual or facsimile signature appears on the Bonds cease to be such officer before delivery of any Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. When the Bonds have been duly executed, the officers of the City are authorized to, and shall, deliver the Bonds to the Paying Agent for authentication. No Bond shall be secured by or titled to the benefit of this Ordinance, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon any Bond shall be conclusive evidence, and the only competent evidence, that such Bond has been properly authenticated and delivered hereunder.

Section 8. Registration of Bonds in Registration Books Maintained by Paying Agent. The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of Bonds shall be recorded. The person in whose name any Bond shall be registered on such registration book shall be deemed to be the absolute owner thereof for all purposes, whether or not payment on any Bond shall be overdue, and neither the City nor the Paying Agent shall be affected by any notice or other information to the contrary.

Section 9. Transfer and Exchange of Bonds. The Bonds may be transferred or exchanged at the principal office of the Paying Agent in the city identified in the definition of Paying Agent in the Section hereof titled “Definitions” or at such other office of the Paying Agent designated by the Paying Agent for such purpose for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate, upon payment by the transferee of a reasonable transfer fee established by the Paying Agent, together with any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith. Upon surrender for transfer of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the City shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Bond. Notwithstanding any other provision hereof, the Paying Agent shall not be required to transfer any Bond (i) which is scheduled to be redeemed in whole or in part between the Business Day immediately preceding the mailing of the notice of redemption and the redemption date or (ii) between the Record Date for any Interest Payment Date and such Interest Payment Date.

Section 10. Replacement of Lost, Destroyed or Stolen Bonds. If any Bond shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken Bond and the City shall execute and the Paying Agent shall authenticate and deliver a replacement Bond upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of
the Paying Agent), (b) proof of loss, destruction or theft, (c) an indemnity to the City and the Paying Agent with respect to the Bond lost, destroyed or taken, and (d) payment of the cost of preparing and executing the new Bond.

Section 11. Creation of Bond Account; Funding of Refunding Project.

(a) **Creation of Bond Account.** There is hereby established the Bond Account. The foregoing account shall be maintained by the City in accordance with the provisions of this Ordinance.

(b) **Funding of Refunding Project.** Upon payment to the City of the purchase price of the Bonds in accordance with the Bond Purchase Agreement, the Bonds shall be delivered to, or as directed by, the Underwriter and the proceeds received by the City from the sale of the Bonds, together with legally available moneys of the City available for such purpose, shall be applied as a supplemental appropriation by the City for the payment of the costs of issuance of the Bonds and to the Escrow Account for payment of the Refunded Bond Requirements in accordance with the report of a certified public accountant as required by the provisions hereof.

Section 12. Escrow Account; Payment of Refunded Bonds.

(a) **Establishment and Maintenance of Escrow Account.** There is hereby established a special account designated as the “Refunding Series 2010 Bonds Escrow Account,” which shall be maintained in accordance with the provisions hereof and of the Escrow Agreement. The Escrow Account shall be maintained in an amount at the time of the initial deposits therein and at all times subsequently at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any part thereof in Defeasance Securities to pay the Refunded Bond Requirements. Except as may be otherwise provided in the Escrow Agreement, the City shall have no right or title to the moneys credited to or held in the Escrow Account, and such title shall be and is hereby transferred to the Bank in trust for the payment of the Refunded Bond Requirements pursuant to the Escrow Agreement. Moneys shall be withdrawn by the Bank from the Escrow Account on the Call Date to permit the payment without default of the Refunded Bond Requirements. If for any reason the amount in the Escrow Account shall at any time be insufficient for the purpose hereof, the City shall forthwith from the first moneys available therefor deposit in such account such additional moneys as shall be necessary to permit the payment in full of the Refunded Bond Requirements. The Council hereby delegates to the Sale Delegate the authority to determine the Refunded Bonds to be included in the Refunding Project.

(b) **Call of Refunded Bonds.** Subject to the issuance of the Bonds, the Council does hereby declare its intent to exercise on behalf of and in the name of the City its option to redeem or pay and cancel all of the Refunded Bonds on the Call Date, which is the earliest date or dates on which the Refunded Bonds can be called and redeemed. The Council hereby authorizes the Sale Delegate determine the Call Date and to irrevocably instruct the Bank to give or cause to be given a notice of refunding, defeasance and redemption of the Refunded Bonds.
Section 13. Investments. Proceeds of the Bonds delivered to the City pursuant to the Section hereof titled “Creation of Accounts; Initial Credits to Accounts,” moneys on deposit in the Bond Account and any moneys held by the Paying Agent with respect to the Bonds shall be invested in Permitted Investments, provided that the investment of such moneys shall be subject to any applicable restrictions set forth in the Tax Letter of Instructions and in the “Tax Compliance Certificate” or similar certificate delivered by the City in connection with the issuance of the Bonds that describes the City’s expectations regarding the use and investment of proceeds of the Bonds.

Section 14. Various Findings, Determinations, Declarations and Covenants. The Council, having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, declares and covenants with the Owners of the Bonds that:

(a) it is in the best interest of the City and its residents that the Bonds be authorized, sold, issued and delivered at the time, in the manner and for the purposes provided in this Ordinance;

(b) the issuance of the Bonds will not cause the City to exceed its debt limit under applicable State law;

(c) the DTC Blanket Letter of Representations entered into with DTC will govern the book entry registration system for the Bonds; and

(d) the issuance of the Bonds and all procedures undertaken incident thereto are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the Charter, the Colorado Constitution and laws of the State.

Section 15. Federal Income Tax Covenants. For purposes of ensuring that the interest on the Bonds is and remains excluded from gross income for federal income tax purposes, the City hereby covenants that:

(a) Prohibited Actions. The City will not use or permit the use of any proceeds of the Bonds or any other funds of the City from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code, or would otherwise cause the interest on any Bond to be includable in gross income for federal income tax purposes.

(b) Affirmative Actions. The City will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the City on the Bonds shall not be includable in gross income for federal income tax purposes under the Code or any other valid provision of law. In particular, but without limitation, the City represents, warrants and covenants to comply with the following rules unless it receives an opinion of Bond Counsel stating that such compliance is not necessary: (i) gross proceeds of the Bonds will not be used in a manner that will cause the Bonds to be considered “private activity bonds” within the meaning of the Code; (ii) the Bonds are not and will not become directly or indirectly “federally guaranteed”; and (iii) the City will
timely file an Internal Revenue Service Form 8038-G with respect to the Bonds, which shall contain the information required to be filed pursuant to Section 149(e) of the Code.

(c) **Tax Letter of Instructions.** The City will comply with the Tax Letter of Instructions delivered to it on the date of issuance of the Bonds, including but not limited by the provisions of the Tax Letter of Instructions regarding the application and investment of Bond proceeds, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Tax Letter of Instructions; provided that, in the event the Tax Letter of Instructions are superseded or amended by new Tax Letter of Instructions drafted by, and accompanied by an opinion of, Bond Counsel stating that the use of the new Tax Letter of Instructions will not cause the interest on the Bonds to become includible in gross income for federal income tax purposes, the City will thereafter comply with the new Tax Letter of Instructions.

(d) **Designation of Bonds as Qualified Tax Exempt Obligations.** The City hereby designates the Bonds as qualified tax exempt obligations within the meaning of Section 265(b)(3) of the Code. The City covenants that the aggregate face amount of all tax exempt governmental obligations defined in Section 141 of the Code or qualified 501(c)(3) bonds defined in Section 145 of the Code issued by the City, together with governmental entities which derive their issuing authority from the City or are subject to substantial control by the City, are not expected to be more than $30,000,000 during calendar year 2010. The City recognizes that such tax exempt obligations include notes, leases, loans and warrants, as well as bonds. The City further recognizes that any bank, thrift institution or other financial institution that owns the Bonds will rely on the City’s designation of the Bonds as qualified tax exempt obligations for the purpose of avoiding the loss of 100% of any otherwise available interest deduction attributable to such institution’s tax exempt holdings.

**Section 16. Defeasance.** Any Bond shall not be deemed to be Outstanding hereunder if it shall have been paid and cancelled or if Defeasance Securities shall have been deposited in trust for the payment thereof (whether upon or prior to the maturity of such Bond, but if such Bond is to be paid prior to maturity, the City shall have given the Paying Agent irrevocable directions to give notice of redemption as required by this Ordinance, or such notice shall have been given in accordance with this Ordinance). In computing the amount of the deposit described above, the City may include the maturing principal of and interest to be earned on the Defeasance Securities. If less than all the Bonds are to be defeased pursuant to this Section, the City, in its sole discretion, may select which of the Bonds shall be defeased.

Notwithstanding anything herein to the contrary, in the event that the Bond Insurance Policy is issued and principal and/or interest due on the Bonds is paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, and all covenants, agreements and other obligations of the City to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.
Section 17. Events of Default. Each of the following events constitutes an Event of Default:

(a) **Nonpayment of Principal or Interest.** Failure to make any payment of principal of or interest on the Bonds when due.

(b) **Breach or Nonperformance of Duties.** Breach by the City of any material covenant set forth herein or failure by the City to perform any material duty imposed on it hereunder and continuation of such breach or failure for a period of 60 days after receipt by the City Attorney of written notice thereof from the Paying Agent or from the Owners of at least 10% of the aggregate amount of the Bond Obligation, provided that such 60-day period shall be extended so long as the City has commenced and continues a good faith effort to remedy such breach or failure.

(c) **Bankruptcy or Receivership.** An order of decree by a court of competent jurisdiction declaring the City bankrupt under federal bankruptcy law or appointing a receiver of all or any material portion of the City’s assets or revenues is entered with the consent or acquiescence of the City or is entered without the consent or acquiescence of the City but is not vacated, discharged or stayed within 30 days after it is entered.

Section 18. Remedies for Events of Default.

(a) **Remedies.** Upon the occurrence and continuance of any Event of Default, the Owners of not less than 25% of the aggregate amount of the Bond Obligation, including, without limitation, a trustee or trustees therefor may proceed against the City to protect and to enforce the rights of the any Owners under this Ordinance by mandamus, injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction: (i) for the payment of interest on any installment of principal of any Bond that was not paid when due at the interest rate borne by such Bond; (ii) for the specific performance of any covenant contained herein; (iii) to enjoin any act that may be unlawful or in violation of any right of any Owner of any Bond; (iv) for any other proper legal or equitable remedy; or (v) any combination of such remedies or as otherwise may be authorized by applicable law; provided, however, that acceleration of any amount not yet due on the Bonds according to their terms shall not be an available remedy. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of Bonds then Outstanding.

(b) **Failure To Pursue Remedies Not a Release; Rights Cumulative.** The failure of any Owner of any Outstanding Bond to proceed in accordance with subsection (a) of this Section shall not relieve the City of any liability for failure to perform or carry out its duties under this Ordinance. Each right or privilege of any such Owner (or trustee therefor) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege of such Owner.

(c) **Bond Insurer Third-Party Beneficiary; Right To Control Remedies.** In the event that the Bond Insurance Policy is issued and to the extent that this Ordinance
confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Ordinance, the Bond Insurer is hereby explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder. Upon the occurrence and continuance of an Event of Default, so long as it is not in default of its obligations under the Bond Insurance Policy, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Ordinance and pursuant to State law.

Section 19. Amendment of Ordinance.

(a) **Amendments Permitted Without Notice to or Consent of Owners.** The City may, without the consent of or notice to the Owners of the Bonds, adopt one or more ordinances amending or supplementing this Ordinance (which ordinances shall thereafter become a part hereof) for any one or more or all of the following purposes:

(i) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision of this Ordinance;

(ii) to subject to this Ordinance or pledge to the payment of the Bonds additional revenues, properties or collateral;

(iii) to institute or terminate a book entry registration system for the Bonds or to facilitate the designation of a substitute securities depository with respect to such a system;

(iv) to maintain the then existing or to secure a higher rating of the Bonds by any nationally recognized securities rating agency; or

(v) to make any other change that does not materially adversely affect the Owners of the Bonds.

(b) **Amendments Requiring Notice to and Consent of Owners.** Except for amendments permitted by subsection (a) of this Section, this Ordinance may only be amended (i) by a ordinance of the City amending or supplementing this Ordinance (which, after the consents required therefor, shall become a part hereof); and (ii) with the written consent of the Owners of at least 66-2/3% of the Bond Obligation; provided that any amendment that makes any of the following changes with respect to any Bond shall not be effective without the written consent of the Owner of such Bond: (A) a change in the maturity of such Bond; (B) a reduction of the interest rate on such Bond; (C) a change in the terms of redemption of such Bond; (D) a delay in the payment of principal or interest on such Bond; (E) a reduction of the Bond Obligation the consent of the Owners of which is required for an amendment to this Ordinance; or (F) the establishment of a priority or preference for the payment of any amount due with respect to any other Bond over such Bond.

(c) **Procedure for Notifying and Obtaining Consent of Owners.** Whenever the consent of an Owner or Owners of Bonds is required under subsection (b) of this
Section, the City shall mail a notice to such Owner or Owners at their addresses as set forth in the registration books maintained by the Paying Agent and to the Underwriter, which notice shall briefly describe the proposed amendment and state that a copy of the amendment is on file in the office of the City for inspection. Any consent of any Owner of any Bond obtained with respect to an amendment shall be in writing and shall be final and not subject to withdrawal, rescission or modification for a period of 60 days after it is delivered to the City unless another time period is stated for such purpose in the notice mailed pursuant to this subsection.

(d) **Consent of the Bond Insurer in Addition to Consent of Owners.** In the event that the Bond Insurance Policy is issued, the Bond Insurer’s consent shall be required in addition to the consent of Owners, when required, for the following purposes: (i) execution and delivery of any supplemental Ordinance or any amendment, supplement or change to or modification of this Ordinance; (ii) removal of the Paying Agent and selection and appointment of a successor; and (iii) initiation or approval of any action not described in clause (i) or (ii) above which requires the consent of Owners.

**Section 20. Appointment and Duties of Paying Agent.** The Paying Agent identified in the Section hereof titled “Definitions” is hereby appointed as payee agent, registrar and authenticating agent for the Bonds unless and until the City removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Bonds to such successor. The Paying Agent shall agree to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof.

**Section 21. Approval of Related Documents.** The Council hereby ratifies and approves the distribution and use in connection with the offering of the Bonds of the Preliminary Official Statement relating to the Bonds; authorizes and directs the preparation of, and authorizes and directs the execution by the Mayor of an Official Statement for use in connection with the sale of the Bonds in substantially the form of the Preliminary Official Statement, with such changes therein, if any, not inconsistent herewith, as are approved by the Mayor (whose signature thereon shall constitute conclusive evidence of such approval); and for a period of six months following the adoption of this Ordinance, the Sale Delegate is authorized to execute the Commitment, if any, the Sale Certificate and the Bond Purchase Agreement. The appropriate officers and officials of the City are hereby authorized and directed to execute an undertaking to facilitate compliance with Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12, the Paying Agent Agreement, the Escrow Agreement, a “Tax Compliance Certificate” or similar certificate describing the City’s expectations regarding the use and investment of proceeds of the Bonds and other moneys, an Internal Revenue Service Form 8038-G with respect to the Bonds and all other documents and certificates necessary or desirable to effectuate the issuance or administration of the Bonds, the investment of proceeds of the Bonds and the transactions contemplated hereby.

**Section 22. Bond Insurance Determination.** The Council hereby delegates to the Sale Delegate the authority to determine whether or not the Bonds will be secured by the Bond Insurance Policy and the terms of any agreement with the Bond Insurer if a Commitment is accepted regarding the Bonds. Such determination shall be made by the Sale Delegate on a basis
of whether or not an interest cost savings can be realized by the City through the issuance of the Bond Insurance Policy when compared to the premium to be paid to the Bond Insurer for the issuance of the Bond Insurance Policy.

Section 23. Events Occurring on Days That Are Not Business Days. Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this Section, is to be made or is to occur on a day that is not a Business Day, such payment, event or action shall instead be made or occur on the next succeeding day that is a Business Day with the same effect as if it was made or occurred on the date on which it was originally scheduled to be made or occur.

Section 24. Limitation of Actions. In accordance with Section 11-57-212, Colorado Revised Statutes, no legal or equitable action can be brought with respect to any legislative acts or proceedings in connection with the authorization of the Bonds more than 30 days after the authorization of such securities.

Section 25. Ordinance is Contract with Owners of Bonds and Irrepealable. After the Bonds have been issued, this Ordinance shall be and remain a contract between the City and the Owners of the Bonds and shall be and remain irrepealable until all amounts due with respect to the Bonds shall be fully paid, satisfied and discharged and all other obligations of the City with respect to the Bonds shall have been satisfied in the manner provided herein.

Section 26. Headings. The headings to the various sections and subsections to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance and shall not be used in any manner to interpret this Ordinance.

Section 27. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 28. Repeal of Inconsistent Ordinances, Resolutions, Bylaws, Rules and Orders. All ordinances, resolutions, bylaws, rules and orders, or parts thereof, that are inconsistent with or in conflict with this Ordinance, are hereby repealed to the extent of such inconsistency or conflict.

Section 29. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance, the Act or the Charter) by the Council or by the officers and employees of the City directed toward the issuance of the Bonds for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 30. Emergency Declaration and Effective Date. The Council has been advised that in order for the City to secure the low interest rates currently present in the market
and avoid a possible increase in such rates, it is necessary to issue the Bonds as soon as possible. Therefore, for said reason, the Council declares that this ordinance is necessary for the immediate preservation of public property, health, peace, or safety and an emergency exists. This Ordinance shall be effective immediately upon final passage and be published within seven days after publication following final passage.

Introduced, read in full, and passed as an Emergency Bill for an Ordinance on first reading on the 7th day of September, 2010.

Published as an Emergency Bill for an Ordinance in the City's official newspaper on the 10th day of September, 2010.

Published as an Emergency Bill for an Ordinance on the City's official website beginning on the 8th day of September, 2010 for thirty (30) days.

____________________________
James K. Woodward, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of an Emergency Bill for an Ordinance, introduced, read in full, and passed on first reading on the 7th day of September, 2010.

____________________________
Loucrishia A. Ellis
THE ATTACHED EXHIBIT A WILL NOT BE EXECUTED UNTIL FINAL APPROVAL OF ORDINANCE.
APPENDIX A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF COLORADO

CITY OF ENGLEWOOD, COLORADO
GENERAL OBLIGATION REFUNDING BOND
SERIES 2010

No. R____ $_____

<table>
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REGISTERED OWNER: Cede & Co.
Tax Identification Number: 13-2555119

PRINCIPAL SUM: **DOLLARS**

The City of Englewood, Colorado, a duly organized and validly existing home-rule municipality of the State of Colorado, for value received, hereby promises to pay to the order of the registered owner named above, or registered assigns, the principal sum stated above in the maturity date stated above, with interest on such principal sum from the original dated date stated above at the interest rate per annum stated above (calculated based on a 360-day year of twelve 30-day months), payable on ___________ and ___________ of each year, commencing ___________. Capitalized terms used but not defined in this bond shall have the meaning assigned to them in the Ordinance of the City authorizing the issuance of the Bonds.

The principal of and interest on this bond is payable to the registered owner hereof upon presentation and surrender of this bond at the principal operations office of UMB Bank, n.a., as paying agent, in Denver, Colorado, or at such other office of the Paying Agent designated by the Paying Agent for such purpose. Interest on this bond is payable by check or draft of the Paying Agent mailed on the Interest Payment Date to the registered owner hereof as of the [fifteenth day of the month immediately preceding] [first day of] the month (whether or not such day is a Business Day) in which the Interest Payment Date occurs; provided that, interest payable to the registered owner of this bond may be paid by any other means agreed to by such registered owner and the Paying Agent that does not require the City to make moneys available to the Paying Agent earlier than otherwise required under the Ordinance or increase the costs borne by the City under the Ordinance; provided further, that, so long as Cede & Co. is the registered owner of this bond, the principal of and interest on this bond shall be paid by wire transfer to Cede & Co. Any payment of principal of or interest on this bond that is due on a day that is not a Business Day shall be made on the next succeeding day that is a Business Day with the same effect as if made on the day on which it was originally scheduled to be made. All payments of
principal of and interest on this bond shall be made in lawful money of the United States of America.

This bond is part of an issue of general obligation refunding bonds of the City designated the City of Englewood, Colorado, General Obligation Refunding Bonds, Series 2010, issued in the principal amount of $________ (the “Bonds”). The Bonds have been issued pursuant to, under the authority of, and in full conformity with, the Charter, the Constitution and the laws of the State, including, in particular, Part 2 of Article 57 of Title 11, Colorado Revised Statutes (collectively, the “Act”); and pursuant to a ordinance adopted by the City Council of the City. THE ORDINANCE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS BOND AND THE CITY. THIS BOND IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE ORDINANCE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS BOND.

The Bonds have been issued by the City for the purpose of providing funds for the Refunding Project described in the Ordinance. The Bonds are general obligations of the City and the full faith and credit of the City are pledged for the punctual payment of the principal of and interest on the Bonds. For the purpose of paying the principal of and interest on the Bonds when due, respectively, the Council in the Ordinance has covenanted annually, to the extent legally available moneys are not otherwise applied, to determine and certify to the Board of County Commissioners of Arapahoe County, a rate of levy for general ad valorem taxes, without limitation as to rate or amount, on all of the taxable property in the City, sufficient to pay the principal of and interest on the Bonds when due, respectively, whether at maturity or upon earlier redemption.

[The redemption provisions from Section 4 of the Ordinance and the Sale Certificate shall be set forth herein.]

Notice of any redemption of Bonds shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first class, postage prepaid mail, not more than 60 days nor less than 30 days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with the Ordinance funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled.

The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of Bonds shall be recorded. The person in whose name this bond shall be registered on such registration books shall be deemed to be the absolute owner hereof for all purposes, whether
or not payment on this bond shall be overdue, and neither the City nor the Paying Agent shall be affected by any notice or other information to the contrary.

This bond may be transferred or exchanged at the principal office of the Paying Agent in Denver, Colorado, or at such other office of the Paying Agent designated by the Paying Agent for such purpose for a like aggregate principal amount of Bonds of other authorized denominations ($5,000 or any integral multiple thereof) of the same maturity and interest rate, upon payment by the transferee of a reasonable transfer fee established by the Paying Agent, together with any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith. Upon surrender for transfer of any Bond duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the City shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Bond. Notwithstanding any other provision of the Ordinance, the Paying Agent shall not be required to transfer any Bond (a) which is scheduled to be redeemed in whole or in part between the Business Day immediately preceding the mailing of the notice of redemption and the redemption date; or (b) between the Record Date for any Interest Payment Date and such Interest Payment Date.

The Ordinance may be amended or supplemented from time to time with or without the consent of the registered owners of the Bonds as provided in the Ordinance.

It is hereby certified that all conditions, acts and things required by the Charter, the Constitution and laws of the State, including the Act, and the ordinances of the City, to exist, to happen and to be performed, precedent to and in the issuance of this bond, exist, have happened and have been performed, and that neither this bond nor the other bonds of the issue of which this bond is a part exceed any limitations prescribed by the Charter, the Constitution or laws of the State, including the Act, or the ordinances of the City.

This bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the Paying Agent shall have signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the City Council of the City has caused this bond to be executed with the signature of its Mayor and attested by the signature of its City Clerk, and has caused the seal of the City to be impressed or imprinted hereon, all as of the date set forth below.

[CITY SEAL] THE CITY OF ENGLEWOOD

By ______________________________
Mayor - James K. Woodward

Attest:

By ______________________________
City Clerk - Loucrishia A. Ellis
CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the issue described in the within mentioned Ordinance.

Dated: ______________________

UMB BANK, N.A., as Paying Agent

By ______________________
Authorized Signatory

STATEMENT OF INSURANCE

[Statement of bond insurance required by the Commitment, if any.]

APPROVING LEGAL OPINION

Set forth below is a true copy of the approving legal opinion of Kutak Rock LLP, delivered on the date on which the Bonds were originally issued:

[The form of legal opinion of Bond Counsel shall be set forth here.]

I, the undersigned City Clerk of the City of Englewood, Colorado, do hereby certify that the foregoing approving opinion of Kutak Rock LLP, Denver, Colorado, is a true and complete copy of a manually executed and dated copy thereof on file in the official records of the City.

By (facsimile signature) ______________________
City Clerk - Loucrishia A. Ellis
ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____________________________________________________________________
(Please print or typewrite name and address of Transferee)
(Tax Identification or Social Security No.)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints
__________________________________________________________
attorney to transfer the within bond on the books kept for registration
thereof, with full power of substitution in the premises.

Dated: ___________________________

NOTICE: The signature to this assignment must correspond with the name as it appears upon the
face of the within bond in every particular, without alteration or enlargement or any change
whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a
brokerage firm having a membership in one of the major stock exchanges.

TRANSFER FEE MAY BE REQUIRED