

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, March 5, 2012
7:30 pm**

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

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
 - a. Minutes from the Regular City Council Meeting of February 21, 2012.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment
8. Communications, Proclamations, and Appointments.
 - a. A resolution appointing Kaylene McCrum to the Cultural Arts Commission.
 - b. A resolution concerning voting alternate member for Alliance for Commerce in Englewood.

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

9. Consent Agenda Items.

a. Approval of Ordinances on First Reading.

- i. Council Bill No. 10 – Recommendation from the Finance and Administrative Services Department to adopt a bill for an ordinance approving an amendment to the City of Englewood Police Officers Pension Plan Document. **Staff Source: Frank Grylewicz, Director of Financial and Administrative Services.**
- ii. Council Bill No. 11 – Recommendation from the Finance and Administrative Services Department to adopt a bill for an ordinance approving an amendment to the City of Englewood Firefighters Pension Plan Document. **Staff Source: Frank Grylewicz, Director of Financial and Administrative Services.**
- iii. Council Bill No. 12 – Recommendation from the Fire Department to adopt a bill for an ordinance authorizing the application for, and acceptance of, a grant from the State of Colorado to assist with the purchase of High Plains Information Systems' *PhysioControl LifePak12/15 interface* software. **Staff Source: Michael Pattarozzi, Fire Chief and Steve Green, EMS Coordinator.**

b. Approval of Ordinances on Second Reading.

- i. Council Bill No. 7 – Approving the application for and acceptance of Victim Assistance Law Enforcement (VALE) grant funding for 2012 in the amount of \$18,144.00.
- ii. Council Bill No. 8 – Authorizing an Intergovernmental Agreement with the Regional Transportation District for cost sharing for operation of the "Art" shuttle for 2012.
- iii. Council Bill No. 9 – Approving transportation and utilities easements, water line easements, and storm sewer easements for the King Soopers property in the Centennial Shopping Center at Belleview and Federal.

c. Resolutions and Motions.

10. Public Hearing Items. (None Scheduled.)

11. Ordinances, Resolutions and Motions

a. Approval of Ordinances on First Reading.

b. Approval of Ordinances on Second Reading.

c. Resolutions and Motions.

- i. Recommendation from the Finance and Administrative Services Department to adopt a resolution approving a transfer and supplemental appropriation in the amount of \$334,000 from the General Fund reserves to the Public Improvement Fund for 2012 Paving Projects. **Staff Source: Frank Gryglewicz, Director of Financial and Administrative Services.**
 - ii. Recommendation from the Community Development to approve, by motion, an agreement between the City of Englewood and MV Public Transportation, Inc. for 2012 management, operation, and maintenance of the art shuttle. The contract amount is \$263,221.20. **Staff Source: Harold J. Stitt, Senior Planner.**
 - iii. Recommendation from the Fire Department for Council to approve, by motion, the purchase of a 2012 medic apparatus for the Fire Department. Staff recommends awarding the contract to the lowest acceptable bidder, Taylor Made, in the amount of \$136,660.00. **Staff Source: Michael Pattarozzi, Fire Chief and Pat White, Fleet Manager.**
 - iv. Recommendation from the City Manager's office to approve a motion setting the proposed sales amount from Pillar Property Services, LLC, to purchase the Englewood Depot and the .491 acre parcel on which the Depot is located for a purchase price of \$50,000 and, if the amount is accepted, setting of a public hearing for March 19, 2012 to gather input on the proposed sale. **Staff Source: Mike Flaherty, Deputy City Manager.**
12. General Discussion.
 - a. Mayor's Choice.
 - b. Council Members' Choice.
 - i. Council Bill No. 15 — Amending Title 5-3D of the Englewood Municipal Code pertaining to Medical Marijuana Primary Caregivers.
 - ii. Council Bill No. 16 — Amending Title 7-6D of the Englewood Municipal Code pertaining to Medical Marijuana Primary Caregivers.
13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment.

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION APPOINTING KAYLENE McCRUM AS A MEMBER OF THE CULTURAL ARTS COMMISSION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood Cultural Arts Commission was established by the Englewood City Council with the passage of Ordinance No. 5, Series of 1996; and

WHEREAS, the purpose of the Cultural Arts Commission is to provide planning for the development of cultural arts activities and to implement an Arts Plan; and

WHEREAS, there is a vacancy on the Englewood Cultural Arts Commission; and

WHEREAS, Kaylene McCrum has graciously applied for appointment to the Englewood Cultural Arts Commission; and

WHEREAS, Kaylene McCrum was previously named as an alternate member of the Cultural Arts Commission; and

WHEREAS, the Englewood City Council desires to appoint Kaylene McCrum to the Englewood Cultural Arts Commission.

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

Section 1. Kaylene McCrum is hereby appointed to the Cultural Arts Commission for the City of Englewood, Colorado. Kaylene McCrum’s term will become effective immediately and expiring July 1, 2013.

ADOPTED AND APPROVED this 5th day of March, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

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

Loucrishia A. Ellis, City Clerk

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION APPOINTING JASON WHYTE AS AN ALTERNATE VOTING MEMBER TO THE ALLIANCE FOR COMMERCE IN ENGLEWOOD COMMITTEE (ACE) FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, Jason Whyte has graciously offered to serve on the Alliance for Commerce in Englewood Committee (ACE); and

WHEREAS, Jason Whyte is currently an alternate member of the Alliance for Commerce in Englewood Committee; and

WHEREAS, the Englewood City Council desires to appoint Jason Whyte as an alternate voting member to ACE; and

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

WHEREAS, Alliance for Commerce in Englewood Committee alternate members are required to attend the meetings and will vote when necessary to make a quorum creating more continuity in the process; and

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

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

Section 1. The Englewood City Council hereby appoints Jason Whyte as alternate voting member to Alliance For Commerce In Englewood Committee who may vote if necessary to make a quorum. Jason Whyte's term will be effectively immediately.

ADOPTED AND APPROVED this 5th day of March, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

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

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date: March 5, 2012	Agenda Item: 9 a i	Subject: Bill for an Ordinance adopting amendments to the City of Englewood Police Officers Pension Plan Document (the Plan)
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

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

RECOMMENDED ACTION

Staff recommends the City Council approve the attached bill for an ordinance authorizing amendments to the City of Englewood Police Officers Pension Plan Document.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This bill for an ordinance does not substantially change the current level of pension benefits for the Police Officers Pension Plan participants. The bill for an ordinance makes changes required by the Internal Revenue Service (IRS) or Colorado State Statutes. The Plan document is amended to comply with federal or state requirements.

1. Add the following to Article II, Section 4 to clarify the application of Code section 414(u) requirements that have been in effect since December 12, 1994:

A Participant who returns to employment with the City from qualified military service during the period within which reemployment rights are guaranteed by law will receive Service with respect to the Participant's period of qualified military service (within the meaning of Section 414(u)(1) of the Code) in accordance with Section 414(u) of the Code and applicable regulations, and as described in subsections a and b below.

- a. Service Necessary for a Deferred Vested Pension. A Participant's qualified military service counts toward the five years of Service required for a Deferred Vested Pension.

- b. Service for All Purposes Other Than Deferred Vested Pension Requirements. For purposes other than described in subsection a. above, a Participant's qualified military service counts toward Service only to the extent the Participant elects to make contributions to the Plan for all or part of the period of qualified military service, as described in Article IV Section 4.

2. Add a new Section 4 to Article IV to read as follows, to clarify the application of Code section 414(u) requirements that have been in effect since December 12, 1994:

Section 4. Contributions for Periods of Qualified Military Service.

This section applies to a Participant who returns to employment with the City from qualified military service during the period within which reemployment rights are guaranteed by law. The Participant may elect to contribute to the Plan all or a part of the contributions the Participant would have made to the Plan according to Article IV Section 2 if the Participant had remained continuously employed by the City throughout the period of the Participant's qualified military service. The amount of contributions the Participant may make according to this Section shall be determined on the basis of the Participant's Compensation in effect immediately before the qualified military service and the terms of the Plan during the Participant's period of qualified military service.

A Participant may make such contributions during a period beginning on the Participant's reemployment with the City and lasting for the shorter of five years or three times the Participant's period of qualified military service. To the extent the Participant makes contributions permitted by this Section, the Participant will receive Service as described in Article II, Section 4.b for the period of qualified military service to which the contributions relate.

3. Add a new Section 6 to Article VII to read as follows, to comply with death benefit requirements of the "HEART" Act effective January 1, 2007:

Section 6. Survivor Benefits for Deaths During Military Service.

Effective January 1, 2007, if a Participant dies while performing qualified military service (within the meaning of Section 414(u)(1) of the Code), the Participant shall be treated as having terminated employment with the City due to his death for purposes of any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan.

FINANCIAL IMPACT

None.

LIST OF ATTACHMENTS

Proposed bill for ordinance.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 10
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

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

WHEREAS, the City of Englewood (the "Employer") established the City of Englewood Police Officers Pension Plan (the "Plan") effective as amended and restated January 1, 1999, with the passage of Ordinance No. 47, Series 1999; and

WHEREAS, the City Council of the City of Englewood, Colorado authorized adopting amendments to the City of Englewood Police Officers Pension Plan Document (the Plan) Article XV, Section 2.b with the passage of Ordinance No. 50, Series of 2011; and

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

WHEREAS, Internal Revenue Service (IRS) or the Colorado State Statutes require amending of Article II, Section 4; Article IV, Section 4; and Article VII, Section 6 of the Plan in order to comply with federal or state requirements.

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

Section 1. The City Council of the City of Englewood, Colorado hereby adopts the following language to be added to Article II, Section 4 of the City of Englewood Police Officers Pension Plan effective January 1, 2008, to read as follows:

Add to Article II, Section 4 to clarify the application of Code Section 414(u) requirements that have been in effect since December 12, 1994:

A Participant who returns to employment with the City from qualified military service during the period within which reemployment rights are guaranteed by law will receive Service with respect to the Participant's period of qualified military service (within the meaning of Section 414(u)(1) of the Code) in subsections a and b below.

- a. Service Necessary for a Deferred Vested Pension. A Participant's qualified military service counts toward the five years of Service required for a Deferred Vested Pension.
- b. Service for All Purposes Other Than Deferred Vested Pension Requirements. For purposes other than described in subsection a. above, a Participant's qualified military service counts toward Service only to the extent the Participant elects to make contributions to the Plan for all or part of the period of qualified military service, as described in Article IV Section 4.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the following language to be added to Article IV, a new Section 4 of the City of Englewood Police Officers Pension Plan effective January 1, 2008, to read as follows:

Add a new Section 4, to Article IV to read as follows, to clarify the application of Code Section 414(u) requirements that have been in effect since December 12, 1994:

Section 4. Contributions for Periods of Qualified Military Service.

This Section applies to a Participant who returns to employment with the City from qualified military service during the period within which reemployment rights are guaranteed by law. The Participant may elect to contribute to the Plan all or a part of the contributions the Participant would have made to the Plan according to Article IV, Section 2 if the Participant had remained continuously employed by the City throughout the period of the Participant's qualified military service. The amount of contributions the Participant may make according to this Section shall be determined on the basis of the Participant's Compensation in effect immediately before the qualified military service and the terms of the Plan during the Participant's period of qualified military service.

A Participant may make such contributions during a period beginning on the Participant's reemployment with the City and lasting for the shorter of five years or three times the Participant's period of qualified military service. To the extent the Participant makes contributions permitted by this Section, the Participant will receive Service as described in Article II, Section 4.b for the period of qualified military service to which the contributions relate.

Section 3. The City Council of the City of Englewood, Colorado hereby adopts the following language to be added to Article VII, a new Section 6 of the City of Englewood Police Officers Pension Plan effective January 1, 2008, to read as follows:

Add a new Section 6, to Article VII, to read as follows, to comply with death benefit requirements of the "HEART" Act effective January 1, 2007:

Section 6. Survivor Benefits for Deaths during Military Service.

Effective January 1, 2007, if a Participant dies while performing qualified military service (within the meaning of Section 414(u)(1) of the Code), the Participant shall be treated as having terminated employment with the City due

to his death for purposes of any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan.

Section 4. The Mayor and City Clerk are authorized to sign and attest the Amendments to the City of Englewood Police Pension Plan Document.

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

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

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

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 5th day of March, 2012.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: March 5, 2012	Agenda Item: 9 a ii	Subject: Bill for Ordinance adopting an amendment to the City of Englewood Firefighters Pension Plan Document (the Plan)
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City Council passed Ordinance 46, Series of 1999, adopting an amended City of Englewood Firefighters Pension Plan document.

RECOMMENDED ACTION

Staff recommends the City Council approve the attached bill for an ordinance authorizing an amendment to the City of Englewood Firefighters Pension Plan Document.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This bill for an ordinance does not substantially change the current level of pension benefits for the Firefighters Pension Plan participants. The bill for an ordinance makes changes required by the Internal Revenue Service (IRS). The Plan document is amended to comply with federal or state requirements.

1. Add the following to Article II, Section 4 to clarify the application of Code section 414(u) requirements that have been in effect since December 12, 1994:

A Participant who returns to employment with the City from qualified military service during the period within which reemployment rights are guaranteed by law will receive Service with respect to the Participant's period of qualified military service (within the meaning of Section 414(u)(1) of the Code) in accordance with Section 414(u) of the Code and applicable regulations, and as described in subsections a and b below.

- a. Service Necessary for a Deferred Vested Pension. A Participant's qualified military service counts toward the five years of Service required for a Deferred Vested Pension.
- b. Service for All Purposes Other Than Deferred Vested Pension Requirements. For purposes other than described in subsection a. above, a Participant's

qualified military service counts toward Service only to the extent the Participant elects to make contributions to the Plan for all or part of the period of qualified military service, as described in Article IV Section 4.

2. Add a new Section 4 to Article IV to read as follows, to clarify the application of Code section 414(u) requirements that have been in effect since December 12, 1994:

Section 4. Contributions for Periods of Qualified Military Service.

This section applies to a Participant who returns to employment with the City from qualified military service during the period within which reemployment rights are guaranteed by law. The Participant may elect to contribute to the Plan all or a part of the contributions the Participant would have made to the Plan according to Article IV Section 2 if the Participant had remained continuously employed by the City throughout the period of the Participant's qualified military service. The amount of contributions the Participant may make according to this Section shall be determined on the basis of the Participant's Compensation in effect immediately before the qualified military service and the terms of the Plan during the Participant's period of qualified military service.

A Participant may make such contributions during a period beginning on the Participant's reemployment with the City and lasting for the shorter of five years or three times the Participant's period of qualified military service. To the extent the Participant makes contributions permitted by this Section, the Participant will receive Service as described in Article II, Section 4.b for the period of qualified military service to which the contributions relate.

3. Add a new Section 6 to Article VII to read as follows, to comply with death benefit requirements of the "HEART" Act effective January 1, 2007:

Section 6. Survivor Benefits for Deaths During Military Service.

Effective January 1, 2007, if a Participant dies while performing qualified military service (within the meaning of Section 414(u)(1) of the Code), the Participant shall be treated as having terminated employment with the City due to his death for purposes of any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan.

FINANCIAL IMPACT

None.

LIST OF ATTACHMENTS

Proposed bill for an ordinance.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 11
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

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

WHEREAS, the City of Englewood (the "Employer") established the City of Englewood Firefighters Pension Plan (the "Plan") effective as amended and restated January 1, 1999, with the passage of Ordinance No. 46, Series of 1999; and

WHEREAS, the City Council of the City of Englewood, Colorado authorized adopting amendments to the Englewood Firefighters Pension Plan Document (the Plan) Article XIII with the passage of Ordinance No. 51, Series 2011; and

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

WHEREAS, Internal Revenue Service (IRS) or the Colorado State Statutes require amending of Article II, Section 4; Article IV, Section 4; and Article VII, Section 6 of the plan in order to comply with federal or state requirements.

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

Section 1. The City Council of the City of Englewood, Colorado hereby adopts the following language to be added to Article II, Section 4, of the City of Englewood Firefighters Pension Plan effective January 1, 2008, to read as follows:

Add the following to Article II, Section 4, to clarify the application of Code Section 414(u) requirements that have been in effect since December 12, 1994:

A Participant who returns to employment with the City from qualified military service during the period within which reemployment rights are guaranteed by law will receive Service with respect to the Participant's period of qualified military service (within the meaning of Section 414(u)(1) of the Code) in accordance with Section 414(u) of the Code and applicable regulations, and as described in subsections a and b below.

a. Service Necessary for a Deferred Vested Pension. A Participant's qualified military service counts toward the five years of Service required for a Deferred Vested Pension.

- b. Service for All Purposes Other Than Deferred Vested Pension Requirements. For purposes other than described in subsection a. above, a Participant's qualified military service counts toward Service only to the extent the Participant elects to make contributions to the Plan for all or part of the period of qualified military service, as described in Article IV, Section 4.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the following language to be added to Article IV, a new Section 4, of the City of Englewood Firefighters Pension Plan effective January 1, 2008, to read as follows:

Add a new Section 4, to Article IV, to read as follows, to clarify the application of Code section 414(u) requirements that have been in effect since December 12, 1994:

Section 4. Contributions for Periods of Qualified Military Service.

This Section applies to a Participant who returns to employment with the City from qualified military service during the period within which reemployment rights are guaranteed by law. The Participant may elect to contribute to the Plan all or a part of the contributions the Participant would have made to the Plan according to Article IV, Section 2 if the Participant had remained continuously employed by the City throughout the period of the Participant's qualified military service. The amount of contributions the Participant may make according to this Section shall be determined on the basis of the Participant's Compensation in effect immediately before the qualified military service and the terms of the Plan during the Participant's period of qualified military service.

A Participant may make such contributions during a period beginning on the Participant's reemployment with the City and lasting for the shorter of five years or three times the Participant's period of qualified military service. To the extent the Participant makes contributions permitted by this Section, the Participant will receive Service as described in Article II, Section 4.b for the period of qualified military service to which the contributions relate.

Section 3. The City Council of the City of Englewood, Colorado hereby adopts the following language to be added to Article VII, a new Section 6, of the City of Englewood Firefighters Pension Plan effective January 1, 2008, to read as follows:

Add a new Section 6, to Article VII, to read as follows, to comply with death benefit requirements of the "HEART" Act effective January 1, 2007:

Section 6. Survivor Benefits for Deaths During Military Service.

Effective January 1, 2007, if a Participant dies while performing qualified military service (within the meaning of Section 414(u)(1) of the Code), the Participant shall be treated as having terminated employment with the City due to his death for purposes of any additional

benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan.

Section 4. The Mayor and City Clerk are authorized to sign and attest the Amendments to the City of Englewood Firefighters Pension Plan Document.

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

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

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

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 5th day of March, 2012.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: March 5, 2012	Agenda Item: 9 a iii	Subject: EMS Provider Grant FY2013
Initiated By: Fire Department		Staff Source: Michael Pattarozzi, Fire Chief Steve Green, EMS Coordinator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Staff continues to maximize City resources by seeking alternative funding for needed resources.

RECOMMENDED ACTION

Staff seeks for Council approval of a bill for an ordinance authorizing application for, and acceptance of, a grant from the State of Colorado to assist with the purchase of High Plains Information Systems' *PhysioControl LifePak12/15* interface software.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The *PhysioControl LifePak 12/15* interface software will allow the Fire Department to upload cardiac tracings that are obtained during patient care into the patient care reporting system. This will allow the Fire Department personnel, patients, and subsequent care providers to review the cardiac tracings. This is not feasible without the interface. This information can greatly enhance patient outcomes during subsequent care.

The Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant program is intended to assist public and private organizations maintain, improve and expand the emergency medical and trauma services system in Colorado.

A minimum of a 50% cash match is required. Funds from the EMTS grant program may be used to improve emergency medical services by assisting with the funding of ambulances, communication, data collection, EMS equipment and EMS related education programs.

FINANCIAL IMPACT

The State grant requires a minimum of a 50% match. The City is required to fund the remainder of the cost of the equipment. The cost of the software is \$3,900. The City would be required to provide \$1,950.00 to purchase the software, if the grant is awarded, from the Fire Department 2012 Budget for "Durable Medical Supplies". The quote attached is dated March 24, 2011, but is still current.

LIST OF ATTACHMENTS

Software quote from High Plains Information Systems
Proposed Bill for an Ordinance

High Plains Information Systems, Inc.

6465 Greenwood Plaza Blvd
 Suite 1025
 Centennial, CO 80111-4905

Voice: (303) 721-8100
 Fax: (303) 721-8199

QUOTATION

Quote Number: 09-076
 Quote Date: Mar 24, 2011
 Page: 1

Quoted To:

Englewood Fire Department
 3615 South Elati Street
 Englewood, CO 80110

Customer ID	Good Thru	Payment Terms	Sales Rep
efd	4/23/11	Net 15 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		Physio-Control LIFEPAK 12/15 Interface	3,900.00	3,900.00
Subtotal				3,900.00
Sales Tax				
TOTAL				3,900.00

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 12
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN APPLICATION FOR AND ACCEPTANCE OF
“COLORADO EMERGENCY MEDICAL AND TRAUMA SERVICES (EMTS) PROVIDER
GRANT” BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE STATE OF
COLORADO.

WHEREAS, the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant program is intended to assist public and private organizations in maintaining, improving and expanding the emergency medical and trauma services in Colorado; and

WHEREAS, the City of Englewood, Colorado, desires to apply for the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant from the State of Colorado to assist with the purchase of High Plains Information Systems’ PhysioControl LifePak 12/15 interface software; and

WHEREAS, the PhysioControl LifePak 12/15 interface software will greatly enhance patient outcomes; and

WHEREAS, if the City is granted the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant, which is a matching grant requiring a minimum of a 50% match, the City’s share will be \$1,950;

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

Section 1. The City of Englewood, Colorado, is hereby authorized to file an application for the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant program from the State of Colorado, attached hereto as Exhibit A.

Section 2. The Fire Chief is authorized to sign all necessary documents for the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant application for and on behalf of the City Council and the City of Englewood.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant should it be awarded by the State of Colorado.

Section 4. The Grant funds will be awarded from the State of Colorado and the City's matching requirement of \$1,950 will be from the Fire Department 2012 Budget for "Durable Medical Supplies".

Section 5. Upon award of the Colorado Emergency Medical and Trauma Services (EMTS) Provider Grant the Mayor is hereby authorized to sign for and on behalf of the City of Englewood, Colorado.

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

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

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

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 5th day of March, 2012.

Loucrishia A. Ellis

Colorado EMTS Provider Grant Request

Close

Englewood Fire Department (1521)

Date submitted: 2/15/2012

Agency Information

- | | |
|----------------------------|--|
| 1. Legal Name of Agency: | Englewood Fire Department |
| 2. Business Name: | Englewood Fire Department |
| 3. Federal Tax ID: | 84-6000583 |
| 4. Grant Contact: | Steve Green
EMS Coordinator |
| 5. Agency Mailing Address: | 3615 S Elati St
Englewood, CO 80110 |
| 6. Primary Phone Number: | 303-762-2476 |
| 7. Fax: | 303-762-2406 |
| 8. E-Mail: | |
| 9. Completed by: | Steve Green |

Grant Options

- | | |
|---|----------|
| 1. Organization Match Percentage: | 50% |
| 2. Is this a multi-organizational Application? | No |
| 3. Select the counties that this grant project impacts: | Arapahoe |
| 4. Please describe your overall grant request in ten sentences or less: | |
- We are requesting grant assistance so we can purchase a software patch for our electronic patient care reporting (EPCR) system. Our goal is to include field cardiac tracings as a part of the EPCR. Paper copies of cardiac tracings are frequently separated from the rest of the patient care report and are not available to in-hospital care providers. Including it in the EPCR would allow us to ensure that field cardiac tracings would become a part of the patient's permanent record. The desired software patch would allow us to upload field cardiac tracings from our LifePak 12s to our EPCR system.

Categories Selected

Category	Total Price	Match	Agency Amount	State Amount	Amount Funded
Other Categories	\$3,900.00	50%	\$1,950.00	\$1,950.00	
Total for All Categories	\$3,900.00		1,950.00	\$1,950.00	

Other Category Request

Items Requested:

Quantity	Description	Price Each	Total Price	Percent Match	Agency Amount	State Amount	Amount Funded
1	Physio-Control LifePak 12/15 Interface	\$3,900.00	\$3,900.00	50%	\$1,950.00	\$1,950.00	
	Other Category Total		\$3,900.00		\$1,950.00	\$1,950.00	

Service Needs:

- Briefly describe your proposed project:

This project, the purchase of the LifePak 12/15 interface, will allow our providers to include electrocardiograph tracings (ECGs) in the electronic patient care report (EPCR). We use High Plains Fire Manager EPCR software and LifePak 12 monitors. The interface is the software needed to allow that transfer of information to take place.
- Explain why this project should be considered in this particular category:

We included this project in the "Other" category because it did not seem to fit in any other category. It is a form of data collection, but not related to required State of Colorado data. The project is related to our cardiac monitor, but does not meet the definition of durable medical equipment, as we understand it.
- Describe the need for this project and how it will benefit Colorado's EMS and trauma system:

Paper ECGs are frequently not transferred with the patient or are lost during records transfers, prior to permanent storage. Lack of field ECGs can result in the loss of critical information, the possibility of a missed diagnosis, a reduced quality of long-term care and a reduced ability to evaluate the quality of care provided. Our medical director, field providers and automatic/mutual aid partners are all in support of our obtaining this capability. Insurance companies are beginning to ask that field cardiac tracings will be included in the patient care report, as well. By providing a higher level of documentation, a higher level of long term care is afforded the patient.
- List the specific deliverables for this project, including the parties responsible for implementation and the proposed timeline:

The implementation of this project will be through the EMS Coordinator and Deputy Chief's offices. The interface would be purchased immediately on approval of the requested grant and training on its use will be scheduled as soon as possible after installation, within 30 days.
- Describe the outcome measures related to the deliverables. How will performance be measured?

Performance will be measured on a percentage of cardiac tracings attached to EPCRs versus ECG evaluations noted in EPCRs. Our target outcome is that 100% of ECGs performed will be attached to the related EPCR. This evaluation will initially be performed by the EMS Coordinator and Deputy Chief, subsequently by the Fire Department's standing EMS Performance Improvement Committee. Long term outcome improvement is more difficult to measure, but is considered highly likely in a percentage of the patients contacted.
- How will evaluation results and best practices be shared, if applicable:

Our evaluation results will be shared through the Denver Metro EMS Coordinators and Medical Directors meetings through a report to that group, as well as any other information of interest that may come out of evaluating our compliance with the target outcome.

7. Describe local support for this project and how this support will help ensure successful completion:
A letter from Kaiser Permanente related to this need is attached.

Priority to Underdeveloped or Aged Systems:

8. Explain how this proposed project addresses an underdeveloped or aged component of Colorado's EMS and trauma system:
Our LifePak 12s are all about nine years old. We are careful to keep them well maintained, in part because of their age and high usage, but also because of the critical nature of their function. The capability of seeing ECGs in the field is not new, nor is the desire to transmit or deliver that information to the receiving facility. We are, however, well behind the standard of care in the Denver Metro area for being able to attach this information to patient care reports.

Cost Effectiveness:

9. Briefly describe the alternatives your agency considered and why this is the most cost effective alternative:
Outside of the current procedure, the only other known alternative to a software interface is having a person assigned or a procedure established to create a scanned electronic copy of the ECG and manually attach it to the appropriate patient care report. This would be a very costly, time-consuming alternative and has a substantial potential for time delays and errors.
10. If applicable, briefly describe the process used to select the vendor(s):
This is a sole source project. We have to use our current EPCR vendor to provide this interface.
11. How will this project be sustained financially in future years?
There are no known costs to sustain this project. Software updates are planned for as a part of maintaining the basic EPCR system.

Applicant's qualifications:

12. Explain how adequate resources and experience are available to help ensure successful completion of this project:
We have the hardware and EPCR system in place to allow successful installation of the interface. We have personnel experienced in the use of the High Plains EPCR system who can teach providers to use the interface successfully and we have the personnel in place to evaluate whether or not we are meeting our target goal of 100% compliance.
13. Explain how the applicant's qualifications will help ensure long term sustainability of this project:
We have been providing EMS services for about forty years. Our field providers are becoming more and more astute regarding technology and are eager to maintain a cutting edge, state of the art EMS system. It is also our feeling that, in the near future, this capability will be considered a minimum standard for providers obtaining ECGs in the field of EMS.

Systems Integration:

- 14. How does this project improve system compatibility and/or reduce duplication?
 Our adjoining agencies already have the capability of attaching ECGs to EPCRs. This project would bring our capabilities in line with theirs, in this area.

Financial Need:

- 15. Explain why your organization needs grant funding to complete this project:
 As noted in our financial statement, the City of Englewood has had, at best, a flat revenue stream for about 14 years. This has made it extremely difficult to maintain our EMS system in general, much less as state of the art. Our return on EMS billing, between 25 and 37%, reflects the challenges that come with that flat revenue stream. Our EMS service has been required to resort to grants to fund such basics as apparatus replacement and equipment purchase, because of a lack of available funds in the City budget.
- 16. What would happen if these grant funds were not secured?
 We have requested funds for this interface for at least five consecutive years, without success. I do not see that outcome changing, if the grant funds are not secured.

File Attachments

- 17. Uploads – vendor quote required, letters of support recommended:

Kaiser ECG letter.pdf
LIFEPAK 12-15 Interface Quote.pdf

Organization Profile for Englewood Fire Department

Organization Data

A. Agency / Facility Information

- 1. **Legal Name of Organization:** Englewood Fire Department
- ID Number:** 1521
- Profile Year:** 2012
- Submission Date:** 1/30/2012
- 2. **Doing Business Name of Organization:** Englewood Fire Department
- 3. **Physical Address:** 3615 S Elati St
 Englewood, CO 80110

- Physical County:** Arapahoe
- 4. **Mailing Address:** 3615 S Elati St
Englewood, CO 80110
- 5. **Person Filling out this Profile:** Steve Green
- 6. **Primary Phone Number:** 303-762-2470
- 7. **Fax Phone:** 303-762-2406
- 8. **E-Mail:**
- 9. **Web Site:** englewoodgov.org
- 10. **RETAC Affiliated With:** Mile-High

B. Organization Types

- 1. **EMS Response:** Yes
- 2. **Medical Facility:** No
- 3. **EMS Education Program:** No
- 4. **County officials issuing ambulance licenses or County EMS Councils:** No
- 5. **RETAC:** No
- 6. **Association / Foundation / Other:** No

C. Service Area

- 1. **In one or two short paragraphs describe the geographic area serviced by this organization:**

The City of Englewood is a full service city of about 32,000 residents in an urban area of approximately 6.4 square miles, located between Denver, Littleton, Sheridan and Cherry Hills. Housing is about half rental and half owner-occupied, resident demographic is described by the US Census as "lower middle income."

The city is traversed by two highways that are also haz-mat transportation routes, US 285 (Hampden Ave) and US 85 (Sante Fe Drive), heavy rail carrying about 44 freight trains a day, and light rail.

Englewood Fire Department provides the city with fire protection, EMS, building and fire code enforcement, public education, fire and medical related training and other safety related services, including car seat inspections and CO detector installation.

The fire department consists of 51 responders and 5 support staff. Two ambulances are equipped and staffed for 24-hour a day, seven day a week advanced life support care and provide full transport services. The fire department responded to 4,259 calls for service in 2011, with 2,752 patient contacts. About 85% of the 2,346 patients transported in 2011 were residents of the city.

The fire department is funded by the city's General Fund. The majority of revenues for this fund are generated from sales taxes. Ambulance transport fees go to the General Fund, and do not directly benefit the fire department.

The EMS budget is for expendable and durable medical supplies, charges for patient billing and training.

D. Funding

- 1. **Is this organization interested in EMTS Section funding programs?** Yes

EMS Contacts

A. EMS Organization

- 1. **EMS Organization Name:** Englewood Fire Department
- 2. **Licensing:**
 - Is this organization a county licensed ground ambulance service?** Yes
 - Is this organization a Colorado licensed air ambulance service or currently applying for licensure?** No

B. EMS Service Director

- 1. **Director's Name:** Michael Pattarozzi
- Job Title:** Fire Chief
- 2. **Mailing Address:** 3615 S Elati St
Englewood, CO 80110
- 3. **Primary Phone Number:** 303-762-2481
- 4. **E-Mail:**

C. EMS Alternate Contact

- 1. **Alternate Contact's Name:** Richard Petau
- Job Title:** Deputy Fire Chief
- 2. **E-Mail:**

D. EMS Medical Director

- 1. **Medical Director's Name:** Dylan Luyten
- 2. **Mailing Address:** c/o Health One EMS
300 E Hampden Ave Suite 100
Englewood, CO 80110
- 3. **Primary Phone Number:** 303-788-6819
- 4. **E-Mail:**
- 5. **Colorado Medical License Number:** 40919

E. EMS Data Administrator

- 1. **EMS Data Administrator Name:** Steve Green
- Job Title:** EMS Coordinator
- 2. **Primary Phone Number:** 303-762-2476
- 3. **E-Mail:**

F. Emergency 24 Hour Contact

- 1. **Emergency Contact Name:** Dispatch Dispatch
- Job Title:** Englewood Dispatch Center
- 2. **Primary Phone Number:** 303-762-2438
- 3. **E-Mail:**

Services and Structure

- 1. **Organizational Structure:** Fire based
- 2. **Corporate / Tax Status:** government
- 3. **Government Type:** Municipal - town / city
- 3a. **Is this EMS service established as a governmental enterprise or enterprise fund?** No
- 3b. **Indicate the Type of Special District for this EMS Service:** N/A
- 4. **Funding Types:** User Fees,
Tax Funding / Mill Levy,
grant
- 5. **Billing Method:** Contract Service
- 6. **Primary service provided by your EMS Organization:** Scene response with transport
- 7. **Other services provided by your EMS organization:** Scene response without transport,
Rescue,
Hazardous Materials Response
- 8. **What level of provider can your service send to EVERY call?** Paramedic

Personnel

Category	Full Time	Part Time	Volunteer	Total
1. First Responder				
2. Emergency Medical Technician (EMT):	27			27
3. Advanced Emergency Medical Technician (AEMT):				
4. Intermediate				
5. Paramedic	24			24
6. Nurse				
7. Physician				
8. Administrative / Other				
9. Full-Time Equivalent Count:				

Requests for EMS Services

A. Requests for Services

1. Emergency Response with Transport:	2,346
2. Interfacility Transports:	
3. Emergency Response, no Transport:	380
4. Emergency Response Care Transferred / Transport by Other:	40
5. Standby:	
6. Cancelled Calls:	
7. Total:	2,766

B. EMS Financial Resources

1. Total Annual EMS Budget for this Organization:	\$65,000.00
2. Total Annual EMS Charges Billed:	\$2,028,697.00
3. Total Annual EMS Charges Collected:	\$571,898.00
4. Crude Collection Rate:	28.19%

Counties Licensed In

1. List all counties where this agency is licensed for Ground transport services:	Arapahoe
--	----------

Vehicles

Unit Number	Make / Model / Year	Box Make	Mileage	Equipped For	All Wheel Drive	Type kkk.1822	Bought with EMS Funds	Replacement Year
6482	Ford / E-450 / 1999	Wheeled Coach	79,825	ALS		III		2012
6491	Ford / E-450 / 2001	McCoy Miller	85,369	ALS		III		2012
6500	Ford / E-450 / 2005	Wheeled Coach	57,601	ALS		III		2014

EMS Ground Demographics

A. Demographics of Service Area for Ground Transport

- 1. **Population Density / Urbanicity:** Urban
- 2. **Employment Type:** Paid
- 3. **Number of stations for this Service:** 3
- 4. **Average Call Time (Dispatch to Back-In-Service):** 42.00 minutes
- 5. **Average patient mileage per transport:** 3.60 miles
- 6. **Total square miles of your primary service area (land & water):** 7
- 7. **Estimated permanent population of your primary service area:** 32,300
- 8. **Population Density of Service Area:** 4,614.29

B. System Participation

- 1. **Is your agency National Incident Management System (NIMS) compliant?** Yes

C. EMS Ground Billing Rates

- 1. **BLS Emergency - HCPCS Code A0429:** \$725.00
- 2. **ALS Emergency - HCPCS Code A0427:** \$725.00
- 3. **ALS Level 2 - HCPCS Code A0433:** \$725.00
- 4. **Specialty Care Transport - HCPCS Code A0434:** \$0.00
- 5. **Mileage Rate - HCPCS Code A0425:** \$12.00

Funding Information

- 1. **Legal Name of Organization:** Englewood Fire Department
- 2. **Tax ID Number:** 84-6000583

Grant Management Contact

- 1. **Grant Management Contact Name:** Steve Green
- Job Title:** EMS Coordinator
- 2. **Mailing Address:** 3615 S Elati St
Englewood, CO 80110
- 3. **Primary Phone Number:** 303-762-2476
- 4. **E-Mail:**

Authorized Official

- 1. **Name of Authorized Official able to sign contracts:** Michael Pattarozzi
- Job Title:** Fire CHief
- 2. **Is the Authorized Official the chair or president of the governing board for this organization?** No

Financial Narratives

- 1. **Briefly Describe how this organization is funded and why it may require EMTS grants:** Please see the Attached Financial Narrative.
- 2. **Briefly describe any affiliations or partnerships this organization has with any parent or subsidiary organizations:** N/A.
- 3. **File attachments:** FY 2013 Financial narrative.pdf

Past Years Grant History

Year	Category	Total Requested	State Amount	Funded	Amount Spent
2012	Ambulance and Other Vehicles	\$175,000.00	\$87,500.00	\$72,000.00	\$0.00
2011	Ambulance and Other Vehicles	\$163,047.00	\$81,523.50	\$77,674.00	\$0.00
2009	EMS and Trauma Equipment	\$47,209.52	\$23,604.76	\$9,270.00	\$9,270.00

Additional Attachments

1. W-9, Vendor Disclosure and Attestation:

Grant Attestation.pdf
Vendor Disclosure Statement.pdf
W-9.pdf

Close

Patient Care Records Request

Englewood Fire Department
3615 South Elati Street
Englewood, CO 80110

March 3, 2011

To: Denver Metro EMS agencies

The Kaiser Permanente Cardiology group recognizes that many patients with various cardiac issues are treated and transported by EMS, and, as a result of the appropriate care provided by EMS crews, the cardiac condition the patient experienced prior to arrival at the hospital has been addressed.

Of course, the in-hospital ECG readings do not reflect the cardiac condition the member experienced in the pre-hospital setting. This information is extremely important and occasionally essential to the Physicians treating the patient.

Because of this, Kaiser Permanente's Cardiology group is requesting that all EMS agencies include copies of any and all ECG tracings be submitted with the PCR when submitting claims for payment and processing.

We would appreciate this very much. It will contribute to the overall quality of patient care, which is initiated by EMS crews in the field.

Should you have any questions, comments or concerns regarding Kaiser Permanente members, I am always at your service.

Thank You,

Samuel D. Wilson BA, NREMT-P
Ambulance Liaison
Medical Services Management
Kaiser Foundation Health Plan
Colorado Region
Office: (303) 636-3345
Pager: (303) 203-3201
Fax: (303) 636-3358

Kaiser Foundation Health Plan
Ambulance Department
2550 South Parker Road, Suite 400
Aurora, Colorado 80014

High Plains Information Systems, Inc.

6465 Greenwood Plaza Blvd
Suite 1025
Centennial, CO 80111-4905

QUOTATION

Quote Number: 09-076
Quote Date: Mar 24, 2011
Page: 1

Voice: (303) 721-8100
Fax: (303) 721-8199

Quoted To:
Englewood Fire Department 3615 South Elati Street Englewood, CO 80110

Customer ID	Good Thru	Payment Terms	Sales Rep
efd	4/23/11	Net 15 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		Physio-Control LIFEPAK 12/15 Interface	3,900.00	3,900.00
			Subtotal	3,900.00
			Sales Tax	
			TOTAL	3,900.00

Provider Grant Attestation

Close

1. Legal Name of Agency: Englewood Fire Department
2. DBA (Doing Business As - If Applicable): Englewood Fire Department
3. Federal Tax ID Number: 84-6000583
4. **Grant Contact Person:** Steve Green
EMS Coordinator

Authorized Agent

The individual whose name and signature appear below, has been designated by the agency/organization listed above as the Authorized Agent to complete and submit this grant application on its behalf. The agency/organization agrees to comply with the rules and regulations governing the State of Colorado EMTS Grants Program concerning grant requests.

Financial Information

- The Authorized Agent attests to the agency or organization's ability to provide the matching
5. funds (50%, 40%, 30%, 20% or 10%) to complete the purchase of the grant award, should the agency be awarded state funds.
 6. The Authorized Agent is aware that EMTS vehicles and equipment purchased must be without any financial liens and without the item being used as collateral to secure a loan of any kind.

- The Authorized Agent attests that, to the best of his/her knowledge, the information contained
7. herein, with regard to the Agency's financial condition, is true, accurate and correctly reflects the financial condition of the agency/organization.

Notification of Affected Entities

By signing below, the Authorized Agent also attests to the fact that:

8. The agency(ies)/organization(s) affected by the possible outcome of this grant request, including but not limited to agencies/organizations listed in this application if it is a multi-agency application, has(have) been notified and has(have) agreed to its submission.

Applicant Duties and Obligations Should Funding be Awarded

Should the agency/organization listed in this application receive funding under this grant application, the agency/organization (hereinafter referred to as "grantee") shall, and affirmatively promises to, comply with all of the provisions set forth below.

9. The grantee shall use grant funds received under this grant to complete all aspects of its grant application, and shall not use such funds for purposes other than this.
10. The grantee shall submit quarterly progress reports to the Colorado Department of Public Health and Environment, EMTS Category (hereinafter referred to as 'the State').
11. Requirements for Training and Education Grants

For any training or education requests funded from this application the grantee shall comply with the following terms and conditions:

- A. Reimbursement for all travel expenses associated with the training or education program shall be made in accordance with the then current state of Colorado reimbursement rates for travel as specified in the Fiscal Rules of the state of Colorado.
- B. Written proof of the successful completion of any training or educational program shall be submitted at the same time as the invoice requesting reimbursement for that training or educational program.
- C. Prompt billing at the end of each quarter or semester is expected.
- D. If the grantee provides a training or educational program, then the grantee shall acknowledge the use of emergency medical and trauma services account grant funds in all public service announcements, program announcements, or any other printed material used for the purpose of promoting or advertising the training or educational program.
- E. If the grantee provides a training or educational program, then the grantee shall develop and utilize a course evaluation tool to measure the effectiveness of that training or educational program. The grantee shall submit a copy of all evaluation reports to the State upon completion of the training or educational program.

12. Requirements for Equipment Grants

For any equipment purchases funded from this application, the grantee shall comply with the following requirements.

- A. The grantee shall provide the state with written documentation of the purchase of the specified equipment.

All communications equipment shall be purchased from the State award for communications equipment, or from another vendor for a comparable price and quality. If the grantee desires to purchase communications equipment which is not listed on the State award then the grantee must complete, with the State's assistance if needed, an informal competitive solicitation process before purchasing that equipment. If a competitive solicitation process is used, then the grantee shall purchase the communications equipment from the lowest bidder whose bid meets the bid specifications.
- B. If the grantee desires to purchase emergency vehicles other than ambulances, then the grantee must complete, with the State's assistance if needed, an informal competitive solicitation process before purchasing that equipment. The proposed specifications for these emergency vehicles must be approved by the State prior to the initiation of the informal competitive solicitation process. If a competitive solicitation process is used, then the grantee shall purchase the emergency vehicles from the lowest bidder whose bid meets the bid specifications.
- C. If the grantee desires to purchase medical equipment, then the grantee must complete, with the State's assistance if needed, an informal competitive solicitation process before purchasing that equipment. If a competitive solicitation process is used, then the grantee shall purchase the medical equipment from the lowest bidder whose bid meets the bid specifications.
- D. During the initial term and any renewal or extension term of the contract or purchase order issued to convey funding to the grantee, and after the cancellation, termination, or expiration date of said contract or purchase order, the grantee shall acquire and maintain personal property casualty insurance for the replacement value of all equipment it purchases under this grant for the useful life of that purchased equipment.
- E. The grantee shall keep inventory control records for all equipment it purchases. The grantee shall obtain the prior, express, written consent of the State before relocating or reallocating any equipment it purchases.
- F.

G. The grantee shall provide the State with a picture of each piece of equipment it purchases. The grantee may submit a picture of a piece of purchased equipment at any time, but in no event no later than the date the grantee's final progress report is due to the State.

H. The grantee shall maintain all equipment it purchases in good working order, normal wear and tear excepted. The grantee shall perform all necessary maintenance services for all equipment it purchases in a timely manner and in accordance with all manufacturer's specifications and all manufacturer's warranty requirements. The grantee shall keep detailed and accurate records of all maintenance services it performs on all equipment it purchases.

I. The grantee shall repair or replace all purchased equipment which is damaged, destroyed, lost, stolen, or involved in any other form of casualty.

J. If the grantee ceases to provide emergency medical and trauma services in the state of Colorado, then all equipment purchased under this grant shall either be placed with another operating emergency medical services provider in the state of Colorado, or be sold at public auction for its then fair market value. That portion of the sale proceeds which equals the State's initial financial contribution towards the purchase of that equipment shall be refunded to the State by the grantee. The grantee shall obtain the prior, express written consent of the State prior to any relocation or sale of any purchased equipment.

Authorized Agent

13. Name	Michael Pattarezzi
14. Title	Fire Chief
15. Daytime Phone Number	303-762-2476
16. Date	<u>02-15-02</u>
17. Signature of Authorized Agent	

VENDOR DISCLOSURE STATEMENT
Contract Performance Outside the United States or Colorado
Colorado Revised Statute 24-102-206

Contract or Purchase Order Routing Number: _____

Vendor Name: High Plains Information Systems

The person completing this form should be the business' President, Board Chairperson, Contract's Authorized Signatory or the Purchase Order's Statement of Work Signatory.

This form shall be completed and returned to the contracting agency. This applies to all state contracts and purchase orders for services executed after August 3, 2007.

1. Are any services under the contract or any subcontracts or purchase order anticipated to be performed outside the United States or Colorado?

Yes No

If "Yes", please complete the following two questions and then sign the form.
If "No", please sign the form.

2. Where will the services be performed under the contract, including any subcontracts or purchase order? (List country(ies) and/or state(s).

3. Explain why it is necessary or advantageous to go outside of the United States or the State of Colorado to perform the services under the contract or any subcontracts or purchase order.

Signature: _____

Printed Name Pamela S. Chelise

Title: Business Operations Manager Date: 2/15/2012

Request For Taxpayer
 Identification Number and Certification

Give form to the
 requestor. Do not
 send to the IRS

Print or Type See Specific Instructions on page 3.	Name City of Englewood, Colorado		EMPLOYEE N
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other <input type="checkbox"/> Municipal Corp. <input type="checkbox"/> Exempt from backup withholding		
	Address (number, street, and apt or suite no.) 1000 Englewood Parkway		CDPHE Requester Name & Extension:
	City, state, and ZIP code. Englewood, CO 80110		
Phone Number. 303-762-2300		List Account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number								

Employer identification number								
8	4	6	0	0	0	5	8	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if the IRS has notified you that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 3.)

Sign Here	Signature of U.S. person	Date
-----------	--------------------------	------

Minority and Women-owned Businesses (M/WBEs) Self Certification (Please check all boxes that apply)

In an effort to track levels of participation by women and minorities doing business with the State of Colorado, the following information is requested. Please indicate the appropriate category of ownership for your company. "Owned" in this context means a business that is at least 51 percent owned by an individual(s) who also control(s) and operate(s) it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day-to-day management. If your business is jointly owned by both men and women or is a publicly held corporation, please check the box labeled "Not Applicable."

Gender Information:

Female-Owned Male-Owned Not Applicable

Owner Ethnicity Information

African American Asian/Pacific American White (non-Hispanic) Not Applicable

Hispanic American Native American Other: _____

Small Business Information

Small Business (a business that is organized for profit, is independently owned and operated, and has 25 or fewer full-time equivalent employees.)

Yes No

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 7
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE AUTHORIZING AN APPLICATION AND ACCEPTANCE OF “VICTIM ASSISTANCE AND LAW ENFORCEMENT GRANT” BETWEEN THE CITY OF ENGLEWOOD, COLORADO AND THE 18TH JUDICIAL DISTRICT.

WHEREAS, the Victim/Witness Program in the Englewood Municipal Court has served the victims of domestic violence since 1990; and

WHEREAS, Englewood has previously applied and been granted Victim Assistance and Law Enforcement Grants (VALE) for the years 1990 through 2009; and

WHEREAS, the City of Englewood, Colorado, desires to apply for the “Victim Assistance and Law Enforcement Grant” (VALE) funds from the Colorado 18th Judicial District;

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

Section 1. The City of Englewood, Colorado, is hereby authorized to file an application for Victim Assistance and Law Enforcement Grant from the Colorado 18th Judicial District, attached hereto as Exhibit A.

Section 2. The City Manager is authorized to sign all necessary documents for the Victim Assistance and Law Enforcement Grant application for and on behalf of the City Council and the City of Englewood.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the “Victim Assistance and Law Enforcement Grant” upon award by the State of Colorado.

Section 4. Upon award of the Victim Assistance and Law Enforcement Grant the Mayor is hereby authorized to sign for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 21st day of February, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24th day of February, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 22nd day of February, 2012 for thirty (30) days.

Read by title and passed on final reading on the 5th day of March, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 9th day of March, 2012.

Published by title on the City's official website beginning on the 7th day of March, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

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

Loucrishia A. Ellis

For Official Use Only:

Date Received _____ Application Number _____ V/S or L/E
 Project Duration _____ to _____ Previously Funded Yes No All Materials Included Yes
 No
 Date of Board Review _____ Approved _____ Denied _____ Award Amount _____

VICTIM ASSISTANCE AND LAW ENFORCEMENT GRANT APPLICATION

18th Judicial District
 6450 S. Revere Pkwy
 Centennial, CO 80111
 (720) 874-8608
 tlassiter@da18.state.co.us

Please be advised that the board may revoke any contract/grant if used inappropriately. Application must be typed or printed in black ink. Applications must be copied on both sides (duplex). All application pages must be numbered. Please submit one original and eight copies of your application. Limit application to 12 pages including cover sheet and signature page, but excluding attachments. Do not use a font any smaller than 12 point.

I. APPLICANT AGENCY Englewood Police Department
 II. PROJECT TITLE Victim/Witness Advocate
 Project Director Nancy Wenig
 Phone 303-762-2452 Fax 303-783-6902
 Address 3615 S. Elati St Englewood, CO 80110

E-mail: _____
 Web page http://www.Englewoodgov.org/Index.aspx?page=487

III. AMOUNT REQUESTED \$18,144.00
 IV. NON-PROFIT STATUS: Yes No In Progress
 Tax ID Number _____

GOVERNMENT AGENCY: YES NO

- V. REQUIRED ATTACHMENTS (Include with all copies):
- A. Budgets:
 1. Agency Budget (Waived for governmental agencies)
 2. Victim Assistance Program Budget
 3. Itemized Project Budget (must include budget narrative)
 - B. Copy of 501(c) (3) IRS Tax Ruling (if applicable)
 - C. Listing of Board of Directors and Key Officers
 - D. Copy of current Financial Statement and Audit Report – (Waived for governmental agencies) (Attach to original copy only)
 - E. Management Letter from Auditor – (Waived for governmental agencies)
 - F. Random Sampling of Client Satisfaction Surveys
 - G. If you are requesting a full or part-time position, you must attach your agency's classification of that position and job description
 - H. Resume of program/project administrator

APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED
 (10/2009)

SECTION A: PROJECT CONCEPT/DESIGN

1. Description of the applicant agency:

Englewood Police Department provides emergency response to crime and non-crime incidents within the City of Englewood as the primary law enforcement agency for the City.

2. Substantiate or quantify the problem your program is designed to address within this community, i.e. factually or with other supportive documentation.

Englewood Victim Assistance provides the Victim/Witness Advocate for the Englewood Municipal Court. This position is currently held by Nicole Maynard.

3. Description of the project, which would be funded by VALE, funds in the 18th Judicial District. (Be specific regarding what services VALE funds will provide to this community.)

The Victim/Witness Advocate for the Englewood Municipal Court will provide support for victims of domestic violence through the Court process. The position also ensures that victims are informed of their Rights under the Constitution and assists in providing those Rights. During the period from July 1, 2010 to June 30, 2011 there were 140 arraignments of domestic violence crimes in the Municipal Court. The Victim/Witness Advocate contacted 296 victims during that time and 95 were new victims. There were 526 contacts with victims at arraignments, penalty hearings, probation reviews, motions hearings, show cause hearings, and trials. Ms. Maynard also contacted victims through telephone calls, personal appointments, and letters. These contacts were to answer questions, inform victims of their Rights, and to discuss needs. Ms. Maynard also counsels family members who come to Court with the victims.

4. A. Identify and describe the project's goals and objectives. Your objectives must be measurable and specific.

- To provide a Victim/Witness position to ensure support for victims of domestic violence through the Court process according to the standards set forth in the *Victim's Bill of Rights*.
- To ensure that 100 percent of victims in the Englewood Municipal Court are informed of their Rights under the *Victim's Bill of Rights*.
- To provide follow-up with victims after Court.
- To educate victims of the dynamics of domestic violence.
- To provide referrals to appropriate community resources such as Victim Compensation, counseling, legal or financial assistance.
- To maintain contact with agencies or individuals such as Victim Compensation, Interfaith Task Force, Human Services, shelters and therapists to maintain up-to-date resources available to the victim.
- The Victim/Witness advocate will work closely with the probation officer to be sure that the goals of therapy are being met and the needs of the victim are being considered.

(Section A question 4. A. continued)

- The Victim/Witness advocate will keep a client "check list" form for each domestic violence client served. This checklist will include referrals made, Victim Compensation application given, therapists suggested and restitution requests.
- To maintain Court information, brochures and referral resources for clients from various ethnic backgrounds using translation and counseling services listed in our Resource Book.

B. What is your timetable and work plan for accomplishing your objectives?

Our timeline is ongoing.

5. A. Address what problems, if any, you anticipate in implementing the program/ project goals and objectives.

There has been a recent change in procedure for the Municipal Court that has made it difficult to receive timely and accurate information regarding hearings or probation appointments. Ms. Maynard has been extremely responsive to this problem and is maintaining a high level of victim contact despite the change.

B. How do you plan to resolve these problems?

Victim Assistance has an excellent working relationship with the Prosecutor's Office and the Court. Victim Assistance is part of a collaborative effort to solve the problem and represent victims in the solution. This includes constant conversations with all parties to ensure victims are being kept informed.

SECTION B: SERVICE INFORMATION

1.A. Define the population and geographic area targeted for services through this project.

This program will be available to all victims of domestic violence who are victimized in Englewood and whose case is heard in the Englewood Municipal Court.

B. If the project is not located entirely in the 18th Judicial District, what percentage of services would be for victims and witnesses in the 18th Judicial District?

The project is located entirely in the 18th Judicial District.

2. A. Include a brief description of how the project strives to provide culturally competent services. Cultural competence is defined as a *process* in which an agency continuously strives to achieve the ability to work effectively within the cultural context of an individual or community from a diverse culture/ethnic background. If the project does not now strive to offer culturally competent services, how will you do this in the coming grant period? Include cultural competency efforts in the goals and objectives in Section A, question 4.

- We use the services of the Translation and Interpreting Center for translations in Court to include spoken languages as well as sign language.
- The Court is equipped with a FM system for Deaf or Hard of Hearing people.
- All of the Court information is translated into Spanish. We have a Spanish speaking translator for Court hearings which are scheduled once a month for all the Spanish speaking clients. These services are provided by Executive Languages. Ms. Maynard is currently revising the Spanish language information packet. We also currently have a Spanish speaking intern who is able to assist.
- We have available a list of agencies from many ethnic backgrounds and are constantly updating this list. Examples include: Asian Pacific, DOVE, CHAI, Servicios de la Raza, and Muslim organizations.
- We have packets designed specifically for the Gay, Lesbian, Bisexual, Transgendered, Queer population and the unique dynamics presented.
- We have packets designed to address male victims.

In addition to providing information in native languages, the program strives to provide culturally competent services by attending trainings and meetings to update the Advocates. Ms. Maynard and Ms. Wenig have attended several trainings, provided by the Colorado Coalition Against Domestic Violence and the Colorado Organization for Victim Assistance, on culturally appropriate responses and interventions. Ms. Maynard and Ms. Wenig take advantage of training opportunities to further cultural competence and the conversation continues within the Victim Assistance Unit and the Department as a whole. This information is then incorporated into the packet for victims.

3. A. What number of people is in need of the services as proposed by this project? (Identify source of information).

From July 1, 2010 to June 30, 2011, there were 95 new victims and 296 total victims served in the Municipal Court as documented by Court records. The Victim/Witness Advocate attempts to contact all those whose lives are impacted by domestic violence, identified by either offense reports or incident reports. During this time period, Ms. Maynard contacted 225 people affected by domestic violence outside of the Court process. These victims made contact with the Police Department and the incident did not rise to the level of an arrest; however, services were offered to these victims.

B. What number of people are currently being served in the 18th Judicial District and how? (Identify source of information.) *Explain how you report client numbers and service numbers.*

At present, there are approximately 255 cases active in the Municipal Court and approximately 195 victims being served from 2011 and previous years. Each month, approximately 10 cases are finalized; hence, the number of active cases is constantly changing. Ms. Maynard keeps a written record of all client contacts.

C. *What percent of the victims you serve are monolingual Spanish speakers?*

There are approximately 2% monolingual Spanish-speaking victims. One afternoon per month is designated as a Spanish-speaking docket. All of the Spanish-speaking domestic violence cases are set on this docket. The Victim/Witness Advocate has access to an interpreter and is able to interview victims. Our current intern is also fluent in Spanish and can interview and assist victims.

D. How will your project diminish or eliminate any duplication of services?

There are no similar services available through the Municipal Court. This program is designed to refer victims to agencies that are providing services outside of the scope of this program to avoid duplication of services. Each victim is matched with referral resources that meet her or his needs.

E. How will you coordinate services with similar or like programs?

The program is designed to refer victims to services that will respond to their specific needs. Through appropriate referral, each victim is matched with referral resources that meet her or his needs. Ms. Maynard continuously networks with other agencies and advocates in order to better coordinate services when needed.

4. Define the management plan for the program/project. Identify specifically who will:

- be responsible for daily operations
- be accountable for the expenditure of grant funds.
- Include the resume of program/project administrator

The Victim Services Coordinator, Nancy Wenig is the coordinator and supervisor of the project. The Victim/Witness Advocate, Nicole Maynard, submits a daily record of court activity to Ms. Wenig which includes victim name, referrals made, victim compensation information, restitution requests, and any other pertinent information. Ms. Wenig and the City Accountant, Kathy Cassai, are responsible for the expenditure of the grant funds under the supervision of the Chief of Police, John Collins, and the Director of Finance, Frank Gryglewicz.

5. *In compliance with the American Disability Act (ADA) on providing access, how does your agency provide accommodations for crime victims or victim service providers?*

The Englewood Municipal Court is fully accessible to persons with disabilities. We collaborate with other service providers to address all areas of disability.

SECTION C: EVALUATION INFORMATION

1. How will you evaluate whether or not this project has met its stated goals and objectives? Explain how you evaluate the following:

- Process Evaluation – Did the program meet the project goals and objectives?
- Outcome/Impact Evaluation – Did the program achieve the stated outcomes or behavioral changes? How did the delivery of services improve the life situation of your clients?
- Overall agency success – How do you measure if your agency is “doing its job” well?

Process Evaluation: The program will have met its goals and objectives by providing all victims with ongoing support during and after his/her Court appearance. The program will have provided all victims with information on their Rights.

Outcome Evaluation: Our goal is to provide safety and support for victims of domestic violence as well as to educate victims of the Court process and services available. One measure of success is the rate of acceptance of Victim Compensation applications for counseling. In 2011, 40% of the 140 victims contacted at arraignment took applications for Victim Compensation. We constantly encourage victims to participate in counseling. We hope our efforts to encourage counseling for victims will help them recover.

Overall agency success: Our relationship with the City Attorney and Judge is excellent. The process with which victims move through the Court process is efficient and informative. Survey reports and follow up phone calls reflect a positive experience in the Court. Victims are encouraged to keep in contact with Ms. Maynard to work through any rough spots in their recovery.

SECTION D: CONSTITUTIONAL AMENDMENT

1. A. Define how this program/project will address the guidelines for assuring the rights of victims and witnesses as outlined in the Victim Rights Act (Section 24-4.1-302.5 C.R.S.). List specific services to be provided.

- Each victim is given a brochure at the arraignment, which outlines Victim's Rights. These Rights are reviewed by the Victim/Witness Advocate periodically to determine the victim's comprehension of these Rights.
- Victims are informed of each stage of his/her case.
- No plea agreement is made with the defendant without the full understanding and agreement of the victim.

B. What services are you providing as outlined in the VALE statute (Section 24-4.2-105 C.R.S.):

- The legislative intent is to assure that all victims of and witnesses to crime are honored and protected by law enforcement agencies in a manner no less vigorous than the protection afforded criminal defendants.
- The Victim/Witness Advocate ensures compliance with the guideline listed for assuring these Rights to victims of domestic violence in the Municipal Court.
- Englewood Police Department has made a clear effort to provide victims with the services entitled to them by the Victim Bill of Rights. The Court program addresses all of these rights including: the right to be present and informed of critical stages in Court, to be heard at Court proceedings, and to confer with the prosecuting attorney prior to disposition.
- The victim is asked if restitution is requested and is offered services such as financial or legal help, shelters, or Victim Compensation.
- The Victim/Witness Advocate has a private office and waiting room at Court so that the victim is assured of safety and privacy before Court proceedings.

2. Does your agency have a statutory mandate to notify victims under the Victim Rights Amendment (VRA)? X ___ Yes ___ No *If yes, please answer the following questions.*

How do you presently notify victims of their rights under the VRA?

A folder is provided to each victim at arraignment which contains No Contact Orders, literature on Domestic Violence, a Victim's Rights brochure, Victim Compensation application and the Victim/Witness Advocate's card. Ms. Maynard explains these Victim's Rights to her/him at the arraignment and continues to keep the victim informed of changes in the status of the case, schedules and results of hearings, availability of property return and other information pertinent to the victim's case while the case is active in court. Ms. Maynard makes these contacts in person, by phone, and by letter.

What is the approximate number of clients who receive notifications made by your agency each year? (N= # of clients)

There were approximately 296 victims contacted from July 1, 2010 to June 30, 2011. These victims had cases in various stages of resolution, each needing information on the status of the case as well as other information pertinent to the victim's needs, e.g. property return, Victim Compensation information, etc.

What is the approximate total number of notifications made by your agency each year? (N=# of total notifications)

Each victim has on average 5 contacts with the Victim/Witness Advocate during the course of the case in Court. With approximately 95 new victims in this time period, this equals 475 contacts with victims in person, by phone, and by letter. Ms. Maynard also contacts victims who have made a police report that does not result in charges filed to assess safety, review Rights, and provide resources and support. These additional contacts are not reflected in these numbers.

3. Does your agency have a victim rights brochure that is distributed to victims?

A Victim's Rights Brochure is attached. This is given to each victim at the time of arraignment or through a letter sent to the victim. We are in the process of updating the brochure.

4. Describe the training your agency provides to all staff and volunteers about informing victims of their rights under the Colorado Constitution.

Each volunteer has received the *Colorado Guidelines for Assuring the Rights of Victims of and Witnesses to Crimes*. The volunteers have discussed this report as well as the *Victim's Rights Brochure* at meetings and are instructed to give the brochure to victims when appropriate on calls and to answer any questions regarding these Rights. All Police and Fire personnel were trained on Victim Rights during the in-service academy in April 2011.

Date of last training: April 2011
Training provide by: Dan Griffin COVA Training Coordinator

What percent of your staff attended the above training?

100%

5. Are any of the services provided by your agency eligible for Crime Victim Compensation reimbursement? _____ Yes x No

Is so, list services:

Does your agency regularly conduct or receive Crime Victim Compensation training for direct services staff or volunteers? x Yes _____ No

Describe the training on victim compensation that has been provided to your staff and volunteers:

Date of last training: November 2011

Training provide by: COVA Conference

SECTION E: ADDITIONAL COMMENTS

Nicole Maynard was hired as the Victim/Witness Advocate in May of 2008. Since that time, Ms. Maynard has immersed herself in the work of fighting domestic violence. She has gained experience by attending various and multiple trainings throughout the State to maintain current best practices. This allows her to provide excellent advocacy to victims in court. Attached is a list of training for Ms. Maynard in 2011.

SECTION F: BUDGET SUMMARY/FINANCIAL INFORMATION

1. Total amount of VALE funds requested: \$ 18,144.00

2. Will the amount requested provide full funding for the project? Yes No
 If no, please identify other funding sources and amounts received within the past two years. Do not include other VALE funding. Please also include other pending grants.

Source	Date of Award	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Are you currently receiving VALE funding? Yes No
 If yes, please identify the Judicial District and the amount requested and received. Include current year funding from the 18th Judicial District.

Date of Award	District	Amount Requested	Amount Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Will you be applying to other VALE Boards for funding? Yes No
 If yes, please identify the Judicial District and the amount requested.

Date of Request	District	Amount Requested
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Does your agency receive victim assistance funding through the use of a municipal surcharge? If yes, **you must** provide specific documentation outlining your agency's surcharge intake for the last **two fiscal years** and detailing how these funds were distributed.

The program does not receive any funding through the use of a municipal surcharge. We are in a unique position within the State in that we have the only elected Municipal Judge; Judge Vincent Atencio. We have approached Judge Atencio yearly to request a VALE surcharge to no avail. Judge Atencio will not add any surcharges to the fines no matter the case.

6. If an increased amount of funding over this year's **grant award** is being requested, please provide written justification. Substantiate or quantify factually or with other supportive documentation.

The amount we are requesting is an increase from previous Grant requests due to increased employee costs and a continued decline in revenues.

7. Anticipated client fees *if any*, from this project: \$ N/A

8. Describe the volunteer and/or in-kind services that will be used for this program/project.

No volunteer hours contribute to this program.

9. What percentage of your total budget is this request for VALE funds?

Approximately 40% of the total budget would be VALE funded.

10. If this program/project is to continue beyond the initial funding period, please identify how the program/project will be funded in the future. Please be specific.

The City of Englewood is committed to the Victim/Witness Program in the Municipal Court. The City is willing to provide the difference in the total cost of the program. The City of Englewood has been responsible in assuming their share of successful programs when it is financially able.

The applicant assures that the following signatories and all staff and volunteers assigned to this project have read and understand the rights afforded to crime victims pursuant to section 24-4.1-302.5 C.R.S. and the services delineated pursuant to sections 24-4.1-303 C.R.S. and 23-4.1-304 C.R.S.

I hereby certify that the information contained herein is true and correct to the best of my knowledge and belief.

Nancy Werig
Typed Name of Project Director

Project Director

[Signature]
Signature Project Director's

1-26-12
Date

Chief John Collins
Typed Name of Agency Director

Agency Director

[Signature]
Signature, Agency Director

1/26/12
Date

Frank Gryglewicz
Typed Name of Financial Officer

Financial Officer

[Signature]
Signature, Financial Officer

1/27/2012
Date

Gary Sears
Typed Name of Authorized Official

Authorized Official

[Signature]
Signature Authorized Official

1/27/2012
Date

Project Director: The person who has direct responsibility for the implementation of the project. This person should combine knowledge and experience in the project area with ability to administer the project and supervise personnel. He/She shares responsibility with the Financial Officer for seeing that all expenditures are within the approved budget. This person will normally devote a major portion of his/her time to the project and is responsible for meeting all reporting requirements. The Project Director must be a person other than the Authorized Official of the Financial Officer.

Agency Director: The executive director of the agency. This may in some agencies be the same person as the project director or authorized official.

Financial Officer: The person who is responsible for all financial matters related to the program and who has responsibility for the accounting, management of funds, and verification of expenditures, audit information and financial reports. The person who actually prepares the financial reports may be under the supervision of the Financial Officer. The Financial Officer must be a person other than the Authorized Official or the Project Director.

Authorized Official: The authorized official is the person who is, by virtue of such person's position, authorized to enter into contracts for the grant recipient. *This could include:* Mayor or City Manager, Chairperson of the County Commissioners, District Attorney, President of Chairperson of the Board of Directors, Superintendent, or other Chief Executive Officer.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 8
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT ENTITLED “AGREEMENT RTD & CITY OF ENGLEWOOD COST SHARING FOR THE ART” BETWEEN THE REGIONAL TRANSPORTATION DISTRICT (RTD) AND THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for 2004 – 2007 by the passage of Ordinance No. 50, Series of 2004; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for September 10, 2007 through December 31, 2007 by the passage of Ordinance No. 66, Series of 2007; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2008 through December 31, 2008 by the passage of Ordinance No. 10, Series of 2008; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2010 through December 31, 2010 by the passage of Ordinance No. 4, Series of 2010; and

WHEREAS, the Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2011 through December 31, 2011 by the passage of Ordinance No. 5, Series of 2011; and

WHEREAS, the City of Englewood designed the Englewood Shuttle to provide circulator shuttle service in the general area of the CityCenter Englewood, downtown Englewood and the Swedish/Craig Medical Center; and

WHEREAS, this service provides mobility and access to the commercial areas in and around the vicinity of the CityCenter Englewood light rail station, downtown Englewood and the Swedish/Craig Medical Center; and

WHEREAS, the City Council of the City of Englewood, Colorado approved application to the Denver Regional Council of Governments (DRCOG) Congestion Mitigation Air Quality Funds for operation of a Circulator Shuttle in November 2002; and

WHEREAS, the passage of this proposed Ordinance will provide the same level of service for the calendar year 2012;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the IGA entitled "Agreement RTD & City of Englewood Cost Sharing For The Art" between the Regional Transportation District (RTD) and the City of Englewood, Colorado, as attached hereto as Exhibit 1.

Section 2. The Mayor and City Clerk are authorized to execute and attest said Intergovernmental Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 21st day of February, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 24th day of February, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 22nd day of February, 2012 for thirty (30) days.

Read by title and passed on final reading on the 5th day of March, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2012, on the 9th day of March, 2012.

Published by title on the City's official website beginning on the 7th day of March, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

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

Loucrishia A. Ellis

**AGREEMENT
RTD & CITY OF ENGLEWOOD COST SHARING FOR THE ART**

This Agreement is made this _____ day of _____, 2012, between the Regional Transportation District, a political subdivision of the state of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, et seq., (hereafter "RTD"), and the City of Englewood, Colorado, a Colorado home rule city (hereafter "the City"). RTD and the City may also be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

1. The City has funded and operated route circulator bus service within the Englewood area (the "art") since September 2004. This service provides mobility and access from the Englewood Civic Center to Swedish Medical Center and Craig Hospital along Englewood Parkway and Old Hampden Avenue.
2. RTD also provides light rail and bus service in and around the City.
3. RTD and the City agree that these services are complementary to providing attractive and effective transit service for people working and living in the area in and around Englewood.
4. Although RTD does not provide circulator bus service in Englewood and the City does not provide such service as a private contractor for RTD, RTD wishes to financially contribute to the continued provision of circulator bus service in Englewood.

AGREEMENT

Now, therefore, in consideration of the promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **ART CIRCULATOR BUS SERVICE.** The City shall continue to manage and operate, either directly or through its designated agent(s), the art route circulator bus service in the City. The City and/or its designated agent(s) shall be solely responsible for all art operations, management, marketing, administration, and services delivery functions, including provision of vehicles, vehicle maintenance, insurance, and accounting. As part of its operations of the art service, the City and/or its designated agent(s) shall provide fuel for the vehicle(s), the cost of which shall be reimbursed as an operating expense as provided in this Agreement. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the art. RTD shall have no responsibility for, nor authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the art. Notwithstanding RTD's right to stop funding as provided herein, RTD has no obligation, nor right pursuant to this Agreement, to otherwise continue the services provided by the City, if the City ceases to provide these services.
2. **COOPERATION.** The Parties agree to cooperate and share information about transit issues in Englewood, as provided in this Paragraph 2.

A. The City and RTD shall each designate a representative responsible for the implementation of this Agreement.

B. City and RTD staff will confer on marketing and service development issues and regularly exchange relevant information in order to report progress to the respective organizations.

3. **ART SERVICE.** The art route, service hours and frequency of service shall be as shown on Exhibit A, which is attached and hereby fully incorporated by reference. The Parties hereafter may, upon mutual agreement in writing by both Parties, modify Exhibit A as necessary to effect this Agreement. RTD reserves the right to withdraw funding, as provided in this Agreement, if the City implements any major changes to these services.
4. **MARKETING AND PROMOTIONAL MATERIALS.** The City and its designated agent(s) shall develop and implement art marketing and promotional materials and activities at their sole cost. RTD staff reserve the right to review and comment upon proposed marketing strategies and materials. RTD shall include current art brochures, maps and other informational and promotional materials supplied by the City or its designated agent(s) at all of its information/customer service centers. Specifications for such materials shall be approved by the RTD to ensure compatibility with RTD display capability. The RTD customer service telephone information center will provide up-to-date art service and schedule information. The City shall allow RTD to display an appropriate RTD logo (stating that the service is in partnership with the RTD) on all vehicles used to furnish the art service and financially supported in part by RTD through this Agreement. Notwithstanding the foregoing, the art shall not be designated, marketed, or promoted as an RTD-branded service.
5. **TERM AND RENEWAL.** The term of this Agreement shall be deemed to have begun on January 1, 2012 and shall expire on December 31, 2012. Thereafter, the Parties may, by written agreement, renew the Agreement for successive periods of one year each under the same terms and conditions, although any renewal of this Agreement will contain specific funding levels for the renewal year(s). Nothing herein obligates RTD to make funds available for the art or to renew this Agreement in any future fiscal year. Even if this Agreement is renewed in subsequent years, nothing herein shall imply funding will be renewed at the same or any level
6. **SIGNAGE.** The City shall maintain all art signs and sign posts and shall be solely responsible for all signage related to the art.
7. **RTD FUNDING.** To support the City's art service, RTD shall reimburse the City one hundred percent (100%) of the Net Cost of operating the art service.

A. Net Cost shall be defined as all operating costs for the art, including fuel, less Estimated Farebox Revenue, based upon the regularly scheduled service hours and cost breakdown as provided in Exhibit B, which is attached hereto and fully incorporated by reference herein. Operating costs, as referenced herein, shall not include any administrative costs for the City. The City is solely responsible for any additional operating costs relating to service hours that exceed those regularly scheduled service hours as shown in Exhibits A or B, including any special events and holidays.

B. Estimated Farebox Revenue for the 2012 year of operation shall be \$57,456, as provided in Exhibit B. Since the City offers the art as a fare-free service, Estimated Farebox Revenue is based upon a survey performed in October 2011 by RTD that determined the average fare that would have been collected had the City charged RTD's local fare for the art service.

C. Nothing in this Agreement shall prevent the City from collecting contributions or fees from other entities to help defray the unreimbursed costs of providing the art service. RTD shall not be a party to any such arrangement and shall not receive any direct allocation of or credit for such contributions or fees.

8. INVOICING AND PAYMENT.

A. The City shall submit an invoice to RTD on a monthly basis for payment of the Net Cost pursuant to paragraph 7 herein. The invoice shall include an itemized list of reimbursable operating expenses, including fuel, and shall deduct \$4,788 as Estimated Farebox Revenue. In addition, the invoice shall include a summary, as agreed, of service, and any other information that RTD requests.

B. RTD shall pay all approved invoices within thirty (30) days of receipt. If RTD does not approve an invoice from the City or its designated agent(s), a written explanation of disputed items will be sent within ten (10) days of RTD's receipt of the invoice.

9. **RECORDS.** The City and/or its designated agent(s) will maintain full and complete financial records for the operation of the art, including but not limited to information on the number of passenger boardings on the art, any farebox revenue collected as a result of the operation of art service, if any, and any other information that RTD requests. The City and/or its designated agent(s) shall make these records available to RTD for audit for three (3) years. National Transit Database (NTD) data shall be kept in accordance with Federal Transit Administration ("FTA") requirements and shall be reported as part of RTD's NTD submission.

10. **ART PERFORMANCE ASSESSMENT.** The art service performance will be assessed by RTD, in its sole discretion, to determine if performance expectations have been met and to determine if the funding provided by RTD is warranted. If RTD chooses not to renew this Agreement, RTD shall notify the City by April 1, 2012. If this Agreement is terminated due to lack of funding by either Party in the next year's budget cycle it shall notify the other party on or before December 1 and service will be terminated effective January 1. Nothing herein obligates the RTD to renew or extend this Agreement at any time.

11. **DRUG AND ALCOHOL TESTING PROGRAM.** The City shall require the contractor providing the art service to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 40 and Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The City agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the Substance Abuse Testing Department, Regional Transportation District, 1600 Blake Street, Denver, CO 80202. To certify compliance, the City shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

12. LIABILITY AND IMMUNITY.

A. The Parties agree that RTD shall have no liability to third parties arising out of the operations or management of the art service and the City shall have no liability to third parties arising out of the operations or management of any RTD services.

B. To the extent that there is or may in the future be insurance coverage for the operations of the art, the City and its designated agent (s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies for any operations of the art.

C. Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., each Party shall be responsible for any claims, demands, or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an express or implied waiver by RTD of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by RTD of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

13. **NO LIMITATION ON RTD RIGHTS OR AUTHORITY.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or perform any functions authorized by C.R.S. § 32-9-101, et seq.

14. **NO THIRD-PARTY BENEFICIARIES.** The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements, including but not limited to subcontractors, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. **FINANCIAL OBLIGATIONS SUBJECT TO APPROPRIATIONS.** This Agreement does not contain any multiple-fiscal year financial obligations by either party that extend beyond its current fiscal year. The financial obligations of each Party under this Agreement shall be subject to and limited by the appropriation of sufficient funds therefore by its governing body. Funds for this agreement have been budgeted, authorized, and appropriated by the RTD Board of Directors for the 2012 fiscal year. Nothing herein obligates RTD to budget, authorize, or appropriate funds for any future fiscal year. To the extent permitted by law, all of the operating costs of the art and revenues, if applicable, of the art shall be treated by RTD as its "operating costs" and its "revenues collected" for purposes of compliance with C.R.S. § 32-9-119.7.

16. STATUS OF PARTIES.

A. The City, or its designated agent, shall be solely responsible for hiring, supervising, and discharging the employees or contractors who operate the art service. The RTD shall have no responsibility for, nor authority or control with respect to, the supervision and management of the drivers and other employees or contractors who work in connection with the service.

B. The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in the Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between RTD

and the City. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, or understanding except as expressly set forth in this Agreement.

C. The City and/or its designated agent(s) shall be responsible for all federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees, as well as any subcontractor or vendor. The City acknowledges that it, its designated agent(s) and/or its or its designated agent(s) employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the City or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The City shall be solely responsible for its own actions, its employees, and agents.

17.LEGAL AUTHORITY. The City and RTD represent or warrant to each other that they have all necessary authority to enter into this Agreement and to perform their obligations hereunder and that this Agreement does not conflict with any other agreement that each Party is subject or to which it may be bound. The person signing and executing this Agreement on behalf of either Party represents that he/she has been fully authorized to execute this Agreement and to validly and legally bind a Party to all the terms, performances, and provisions herein set forth. The Parties shall have the right, at their option, to either temporarily suspend, or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the other Party or the person signing the Agreement to enter into this Agreement. Neither Party shall be obligated to perform any of the provisions of this Agreement after it has suspended or terminated this Agreement as provided in this Paragraph.

18.NO ASSIGNMENT. Except as otherwise provided in the Agreement, neither party may assign the Agreement and/or any of its rights and obligations hereunder without the written consent of the other Party.

19.CONFLICT OF INTEREST. No officer, member, or employee of either Party and no members of a governing body, and no other public official or employee of the governing body of the locality or localities included within RTD, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20.WRITTEN AMENDMENTS. This Agreement may be modified or amended only by a written document duly executed by both parties.

21.NOTICES. Correspondence regarding this Agreement shall be sent to:

For the City:

City of Englewood
Community Development Department
1000 Englewood Parkway
Englewood, Colorado 80110
Attn: Harold Stitt
303.762.2341

For the RTD

Regional Transportation District
1600 Blake Street
Denver, Colorado 80202
Attn: Bruce Abel
303.299.2839

The addresses or contacts may be changed by the Parties by written notice.

22.**ENTIRE AGREEMENT.** The terms and provisions of this Agreement, including but not limited to the Recitals above and the Exhibit(s) or Attachments incorporated by reference herein, represent the entire understanding of the parties with respect to the subject matter of this Agreement, and merge, incorporate and supersede all prior communications between the City and RTD concerning that subject. No representations or warranties are made by the City or RTD except as herein set forth.

23.**WAIVER AND BREACH.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.

24.**GOVERNING LAW, VENUE.** Each and every term, provision, condition, of this Agreement is subject to the provisions of Colorado law. This Agreement is subject to such modifications as may be required by changes in Colorado or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Venue for any action arising hereunder shall be in the District Courts for the State of Colorado.

25.**SEVERABILITY.** The Parties expressly agree that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26.**COUNTERPARTS.** This Agreement shall be executed in two counterparts each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

WHEREFORE, the Parties have entered into this Agreement as of the date first set forth above.

REGIONAL TRANSPORTATION DISTRICT CITY OF ENGLEWOOD

By: _____

Phillip A. Washington
General Manager
Regional Transportation District

By: _____

Randy P. Penn
Mayor
City of Englewood

ATTEST:

Loucrishia A. Ellis
City Clerk

Approved as to legal form:
Regional Transportation District

Jenifer Ross-Amato
Associate General Counsel

Exhibit B

Summary of Anticipated Operating Costs and Revenues

Expense- January 2012 – December 31, 2012

art operating hours expense-6120 hours @ \$43.01 per hour	\$ 263,221
art fuel expenses	<u>\$ 48,520</u>
Expense	\$ 311,741

Estimated Farebox Revenue- January 2011 – December 2011

Passenger fares based on October 2010 survey	<u>\$ 57,456</u>
Total Revenue	\$ 57,456
Net Cost	\$ 254,285

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012 _____

COUNCIL BILL NO. 9
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE AUTHORIZING ACCEPTANCE OF SIX EASEMENTS LOCATED AT 5050 SOUTH FEDERAL BOULEVARD, ENGLEWOOD, COLORADO FOR THE REDEVELOPMENT AND EXPANSION OF THE KING SOOPERS STORE IN THE CENTENNIAL SHOPPING CENTER.

WHEREAS, King Soopers’ plans to demolish and reconstruct a new 78,000 square feet store at 5050 South Federal Boulevard in Englewood; and

WHEREAS, Centennial S.C.L.L.C. is the owner of property which is located at 5050 South Federal Boulevard, Englewood and Dillion Companies, Inc. (King Soopers) is the lessee of the property; and

WHEREAS, for the purposes of reconstruction and expansion of the new King Soopers store it is necessary for the Centennial S.C.L.L.C. (Owner) of 5050 South Federal Boulevard to grant the City of Englewood a “Grant of Storm Water Drainage Easement”, a “Grant of Transportation and Utility Easement” and a “Grant of Water Line Easement”; and

WHEREAS, for the purposes of reconstruction and expansion of the new King Soopers store it is necessary for the Dillion Companies, Inc. (Lessee) of 5050 South Federal Boulevard to grant the City of Englewood a “Grant of Storm Water Drainage Easement”, a “Grant of Transportation and Utility Easement” and a “Grant of Water Line Easement From Lessee”;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of a “Grant of Storm Water Drainage Easement”, from the Centennial S.C.L.L.C. (Owner) of 5050 South Federal Boulevard, attached hereto as Exhibit 1.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of a “Grant of Transportation and Utility Easement” from the Centennial S.C.L.L.C. (Owner) of 5050 South Federal Boulevard, attached hereto as Exhibit 2.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of a “Grant of Water Line Easement” from the Centennial S.C.L.L.C. (Owner) of 5050 South Federal Boulevard, attached hereto as Exhibit 3.

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of a “Grant of Storm Water Drainage Easement from the Dillion Companies, Inc. (Lessee) of 5050 South Federal Boulevard, attached hereto as Exhibit 4.

Section 5. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of a “Grant of Transportation and Utility Easement” from the Dillion Companies, Inc. (Lessee) of 5050 South Federal Boulevard, attached hereto as Exhibit 5

Section 6. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of a “Grant of Water Line Easement” from the Dillion Companies, Inc. (Lessee) of 5050 South Federal Boulevard, attached hereto as Exhibit 6.

Section 7. The Mayor is hereby authorized to sign for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 21st day of February, 2012.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 24th day of February, 2012.

Published as a Bill for an Ordinance on the City’s official website beginning on the 22nd day of February, 2012 for thirty (30) days.

Read by title and passed on final reading on the 5th day of March, 2012.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2012, on the 9th day of March, 2012.

Published by title on the City’s official website beginning on the 7th day of March, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

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

Loucrishia A. Ellis

GRANT OF STORM WATER DRAINAGE EASEMENT

THIS GRANT of Storm Water Drainage Easement (this "Grant") is made this 31st day of February, 2012, by Centennial S.C.L.L.C., a Colorado Limited Liability Company, ("Grantor"), whose address is 3333 East Bayaud Ave. #318 Denver, Colorado 80209, ("Grantor") as the Owners of 5050 South Federal Boulevard, Englewood, Colorado 80110, 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 Drainage Easement. The "Storm Water Drainage Easement Property" shall mean a permanent easement located in the City of Englewood, County of Arapahoe, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein, consisting of 7 page(s), hereinafter the "Easement".
2. Consideration. After a one (1) year probationary period, beginning when the certificate of occupancy is issued or the date corrections are made to the lines to meet City standards if later, the Grantee will accept ownership of and maintain, repair or replace the that portion of the storm water system which is public.
3. Grant of Storm Water Drainage Easement. Grantor hereby grants to Grantee, its successors and assigns a perpetual, non-exclusive Easement for storm water drainage over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing and removing and enlarging those structures or improvements of the Grantee that the Grantee finds necessary or desirable for storm water drainage, including appurtenances.
4. Access. Grantee shall have the perpetual, non-exclusive right of ingress and egress in, to, over, through and across the Easement 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 or enlargement, if any, of the Storm Water Drainage line, facilities and appurtenances, Grantee shall restore the surface of the Easement as closely as reasonably possible to the grade and conditions existing immediately prior to said construction, maintenance, repair, replacement or enlargement, except as may be necessary to accommodate the Storm Water Drainage line, facilities and appurtenances..
6. No Improvements. Grantor covenants and agrees not to construct, erect, place or plan any "Improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.

7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of the full rights granted to Grantee under this Grant.
8. Rights of Grantor. Grantor reserves the right to the undisturbed ownership, use, and occupancy of the Easement insofar as said ownership, use, and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant.
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 the Easement, 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 Storm Water Drainage facilities and appurtenances from the Easement.
10. Warranty of Title. Grantor warrants and represents that Grantor is the Owner of the fee simple title to the real property underlying the Easement; that Grantor has full right, title and authority to make this Grant; that this Grant is effective to grant and convey to Grantee this Storm Water Drainage Easement and that this Grant of an easement is subject to existing easements conditions or limitations. Grantor further covenants and agrees to indemnify, defend and hold Grantee harmless from and against any adverse claim to the title of the 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 Drainage Easement the day and year first above written.

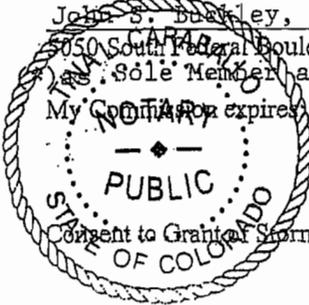
GRANTOR - LANDOWNER
Centennial S.C.L.L.C., a Colorado
Limited Liability Company

By: John S. Buckley, Jr.
Sole Member and Manager

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

Acknowledged before me this 13th day of February 2012 by
John S. Buckley, Jr. (*) as the Owner of

5050 South Federal Boulevard, Englewood, Colorado 80110
as Sole Member and Manager of Centennial S.C.L.L.C. a Colorado limited liability
company.



My Commission expires 9/5/14

Notary Public

Consent to Grant of Storm Water Drainage Easement:

COMPASS BANK

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of _____, _____ by
_____ as _____ of

My Commission expires:

Notary Public

GRANTEE:
City of Englewood, Colorado

By: _____
Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

EXHIBIT A

A STORM WATER DRAINAGE EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6TH P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 00° 01' 07" W ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 327.96 FEET;
THENCE N 89° 58' 53" E A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH FEDERAL BOULEVARD AND THE POINT OF BEGINNING:

THENCE THE FOLLOWING 20 COURSES:

- 1) N00° 01' 08"W ALONG THE EAST RIGHT OF WAY LINE OF SOUTH FEDERAL BOULEVARD A DISTANCE OF 20.24 FEET;
- 2) S81° 16' 44"E A DISTANCE OF 11.47 FEET;
- 3) S43° 50' 28"E A DISTANCE OF 58.53 FEET;
- 4) S47° 28' 18"E A DISTANCE OF 47.64 FEET;
- 5) S50° 26' 33"E A DISTANCE OF 108.72 FEET;
- 6) S47° 14' 56"E A DISTANCE OF 104.35 FEET;
- 7) S46° 48' 27"E A DISTANCE OF 89.41 FEET;
- 8) S46° 16' 28"E TO THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 41.38 FEET;
- 9) S89° 40' 57"W ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 28.77 FEET;
- 10) N46° 16' 28"W A DISTANCE OF 10.59 FEET;
- 11) S43° 19' 14"W TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 10.17 FEET;
- 12) S89° 40' 57"W ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 15.63 FEET;
- 13) N0° 19' 03"W A DISTANCE OF 12.59 FEET;
- 14) N43° 19' 14"E A DISTANCE OF 11.90 FEET;
- 15) N46° 48' 27"W A DISTANCE OF 79.26 FEET;
- 16) N47° 14' 56"W A DISTANCE OF 103.72 FEET;
- 17) N50° 26' 33"W A DISTANCE OF 108.68 FEET;
- 18) N47° 28' 18"W A DISTANCE OF 48.80 FEET;
- 19) N43° 50' 28"W A DISTANCE OF 52.38 FEET;

20) N81° 16' 44"W A DISTANCE OF 1.62 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE
SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE
6TH PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY.
BEARING S89°40'57"W

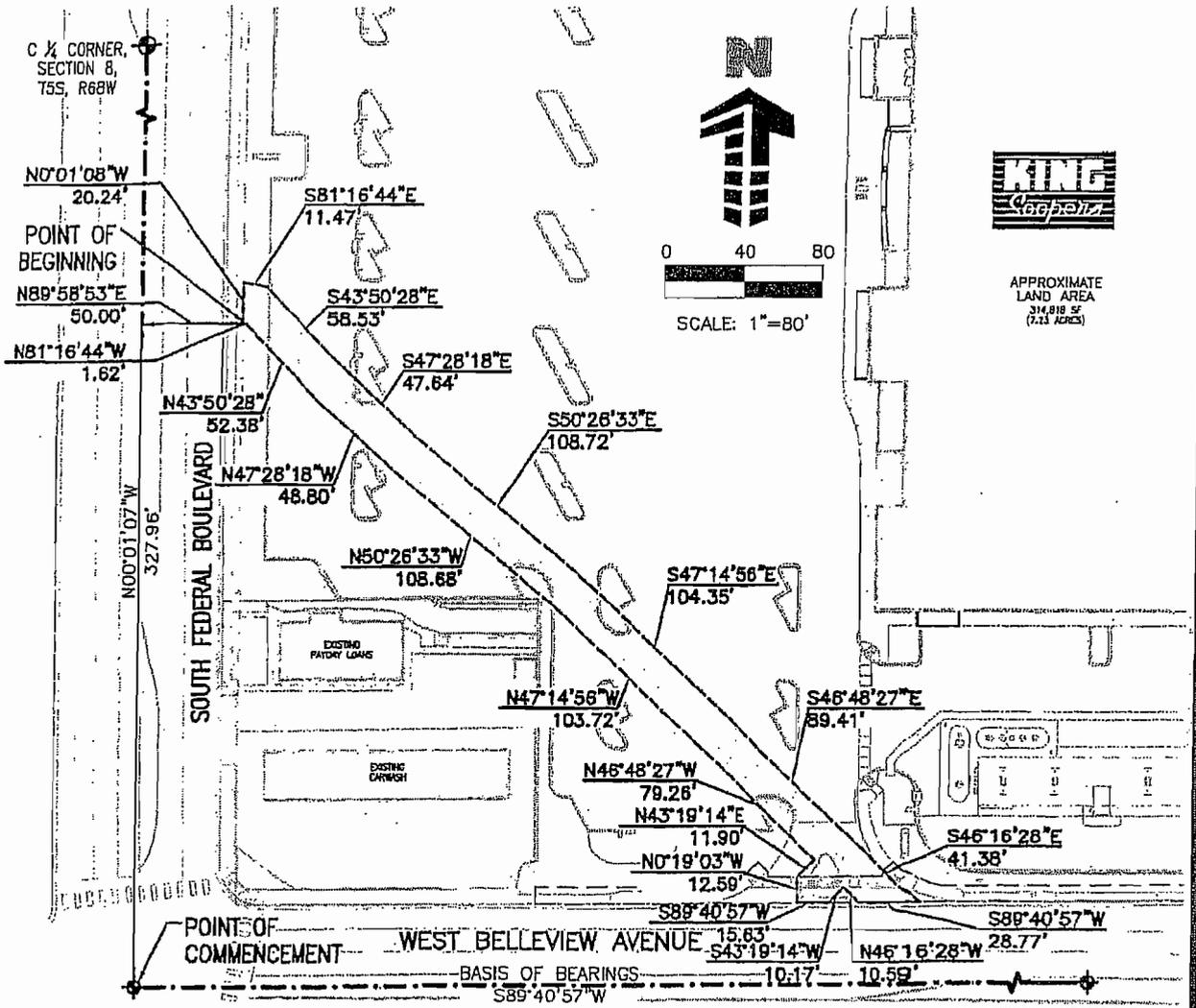
SAID EASEMENT CONTAINS 9,185 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF
GALLOWAY INC.
5300 DTC PARKWAY SUITE 100
GREENWOOD VILLAGE, CO 80111
DATE PREPARED 2/13/2012
JOB NO. KSS00004.02
PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



KSS0109 Storm easement.doc

ILLUSTRATION FOR EXHIBIT A



S ¼ CORNER, SECTION 8,
T5S, R68W (FOUND 2 1/2"
ALUMINUM CAP
L.S. NO. 5112
IN MONUMENT BOX)

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED
SURVEY; IT IS INTENDED ONLY TO DEPICT THE ATTACHED
DESCRIPTION.

SE CORNER, SECTION 8,
T5S, R68W FOUND 2 1/2"
ALUMINUM CAP
ILLEGIBLE
IN MONUMENT BOX)

9,185 SQ. FT. ±

PREPARED FOR:
King Soopers Petroleum



**STORM WATER
DRAINAGE
EASEMENT**

5050 SOUTH FEDERAL BLVD
ENGLEWOOD, CO

PREPARED BY:



Planning, Architecture, Engineering,
6300 DTC Parkway, Suite 100
Greenwood Village, CO 80111
303.770.8884 D
303.770.3636 F
www.galowayUS.com

Project No: KSF000004
Sheet Scale: 1" = 80'

Designed By: MFD
Drawn By: JAR

Date: 2/13/2012
Disk File: KSF04_Exp_01-Storm

**KING SCOOPERS STORE #109
ENGLEWOOD, COLORADO**

GRANT OF TRANSPORTATION AND UTILITY EASEMENT

THIS GRANT of a Transportation and Utility Easement (this "Grant") is made this 13th day of February, 2012, by Centennial S.C.L.L.C., a Colorado Limited Liability Company, ("Grantor"), whose address is 3333 East Bayaud Ave. #318 Denver, Colorado 80209, ("Grantor") as the Owners of 5050 South Federal Boulevard, Englewood, Colorado 80110, 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. Transportation and Utility Easement. a permanent right of entry, permanent access and Transportation and Utility Easement on the property located in the City of Englewood, County of Arapahoe, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein consisting of 7 page(s), hereinafter the "Easement".
2. Consideration. As consideration, for this Grant, Grantee will allow a new access location from Belleview Avenue and will repair curb, gutter and sidewalk within the Easement.
3. Grant of Transportation and Utility Easement. Grantor hereby grants to Grantee, its successors and assigns, a perpetual non-exclusive Transportation and Utility Easement over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing and removing and enlarging those structures or improvements of the Grantee that the Grantee finds necessary or desirable for Transportation and Utility, including appurtenances.
4. Access. Grantee shall have the perpetual, non-exclusive right of ingress and egress in, to, over, through and across the Easement 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 or enlargement, if any, for the Transportation and Utility facilities and appurtenances, Grantee shall restore the surface of the Easement as closely as reasonably possible to the grade and conditions existing immediately prior to said construction, maintenance, repair, replacement or enlargement, except as may be necessary to accommodate the Transportation and Utility facilities and appurtenances.
6. No Improvements. Grantor covenants and agrees not to construct, erect, place or plan any "Improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.

7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of 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 Easement insofar as said ownership, use and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant.
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 the Easement, 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 its facilities and appurtenances from the Easement.
10. Warranty of Title. Grantor warrants and represents that Grantor is the owner of the Easement property and that Grantor has full right, title and authority to make this Grant; that this Grant is effective to grant and convey to Grantee this Transportation and Utility Easement, and that this Grant of easement is superior to all other grants. Grantor further covenants and agrees to indemnify, defend and hold Grantee harmless from and against any adverse claim to the title of the Easement property.
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.

GRANTEE:

CITY OF ENGLEWOOD, COLORADO

ATTEST:

By: _____
Randy P. Penn , Mayor

Loucrishia Ellis, City Clerk

EXHIBIT A

A TRANSPORTATION AND UTILITY EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6TH P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 89° 40' 57" E ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 200.08 FEET THENCE N 00°19'03"W A DISTANCE OF 40.00 FEET TO NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE AND THE POINT OF BEGINNING:

THENCE THE FOLLOWING 15 COURSES:

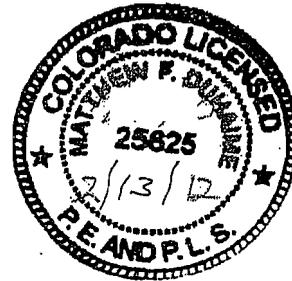
- 1) N00° 03' 57"E A DISTANCE OF 8.00 FEET;
- 2) N89° 40' 57"E A DISTANCE OF 93.00 FEET;
- 3) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 24.01 FEET, A RADIUS OF 43.00' FEET, A DELTA OF 31°59'35" HAVING A CHORD DISTANCE OF 23.70 FEET, BEARING N59° 29' 11"E, NON-TANGENT TO THE FOLLOWING COURSE.
- 4) S46° 30' 37"E A DISTANCE OF 7.00 FEET;
- 5) S0° 31' 04"E A DISTANCE OF 2.13 FEET;
- 6) N89° 28' 56"E A DISTANCE OF 57.67 FEET;
- 7) N0° 31' 04"W A DISTANCE OF 2.22 FEET;
- 8) N46° 08' 39"E A DISTANCE OF 7.00 FEET;
- 9) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 24.72 FEET, A RADIUS OF 43.00 FEET, A DELTA OF 32°56'10" HAVING A CHORD DISTANCE OF 24.38 FEET, BEARING S60° 19' 26"E, NON-TANGENT TO THE FOLLOWING COURSE:
- 10) N89° 40' 57"E A DISTANCE OF 227.65 FEET;
- 11) N67° 26' 54"E A DISTANCE OF 9.33 FEET;
- 12) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 3.98 FEET, A RADIUS OF 22.50' FEET, A DELTA OF 10°07'35" HAVING A CHORD DISTANCE OF 3.97 FEET, BEARING S27° 36' 54"E, NON-TANGENT TO THE FOLLOWING COURSE;
- 13) N89° 40' 57"E A DISTANCE OF 19.06 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK 1 CENTENNIAL PLAZA, FILING NO.3;
- 14) S0° 00' 27"E A DISTANCE OF 8.00 FEET ON THE WEST LINE OF SAID LOT 1, BLOCK 1 CENTENNIAL PLAZA FILING NO.3 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE;

15) S89° 40' 57"W A DISTANCE OF 459.58 FEET ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE TO THE POINT OF BEGINNING;

THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY. BEARING N89°40'57"E

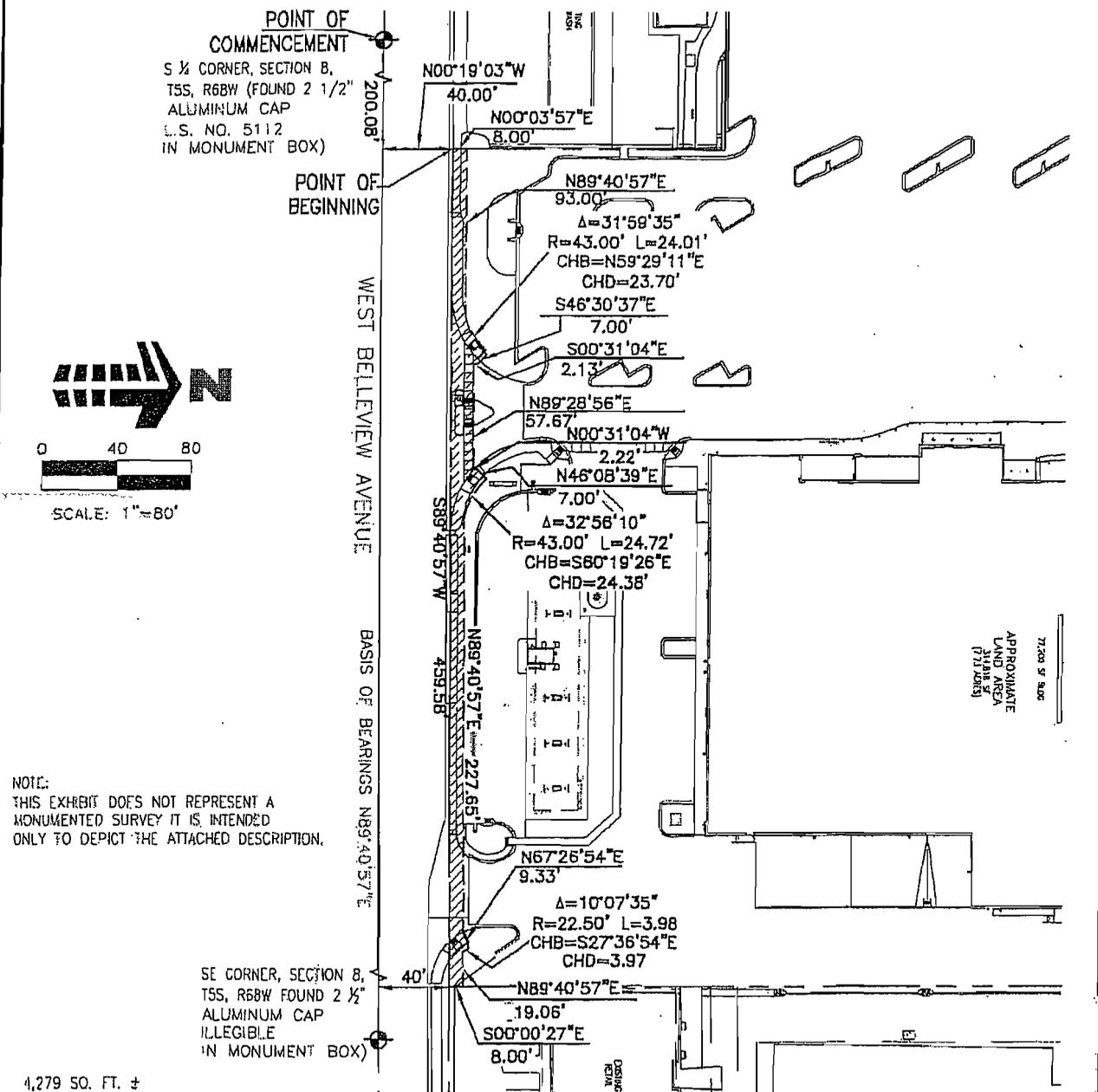
SAID EASEMENT CONTAINS 4,279 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF
GALLOWAY INC.
5300 DTC PARKWAY SUITE 100
GREENWOOD VILLAGE, CO 80111
DATE PREPARED 2/13/2012
JOB NO. KSS00004.02
PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



KSS0109 ROW easement.doc

ILLUSTRATION FOR EXHIBIT A



PREPARED FOR:
King Soopers Petroleum

TRANSPORTATION
AND UTILITY
EASEMENT

5050 SOUTH FEDERAL BLVD
ENGLEWOOD, CO

PREPARED BY:

Planning, Architecture, Engineering,
5300 DTC Parkway, Suite 100
Greenwood Village, CO 80111
303.770.8884 O
303.770.3835 F
www.galowayUS.com

Project No: KSF000004	Designed By: MFD	Date: 2/13/2012	KING SOOPERS STORE #109 ENGLEWOOD, COLORADO
Sheet Scale: 1" = 80'	Drawn By: JAR	Disk File: KSF04_Exp_01-Row Bellevue	

GRANT OF WATER LINE EASEMENT

THIS GRANT of a Water Line Easement ("this Grant") is made this 13th day of February, 20 12 by Centennial S.C.L.L.C., a Colorado Limited Liability Company, ("Grantor"), whose address is 3333 East Bayaud Ave. #318 Denver, Colorado 80209, to the CITY OF ENGLEWOOD, COLORADO ("Grantee" or "City"), whose address is 1000 Englewood Parkway, Englewood, Colorado 80110.

3

The Parties covenant and agree as follows:

1. Waterline Easement. The "Easement" shall mean a permanent easement located in the City of Englewood, County of Arapahoe, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein, consisting of 7 page(s), hereinafter the "Easement".
2. Consideration. After a one (1) year probationary period, beginning when the certificate of occupancy is issued or the date corrections are made to the lines to meet City standards if later, the Grantee will accept ownership of and maintain, repair or replace that portion of the water line which is public including the fire hydrants.
3. Grant of Water Line Easement. Grantor hereby grants to City, its successors and assigns, a perpetual non-exclusive easement, for the water line (the water line) over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing, removing and enlarging those structures or improvements of the Grantee that Grantee finds necessary or desirable for the Water Line, including appurtenances.
4. Access. Grantee shall have the perpetual non-exclusive right to ingress and egress in, to, over, through and across the Easement 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, or enlargement of any of the Water Lines, and appurtenances, Grantee shall restore the surface of the Easement as nearly as reasonably possible to the grade and condition existing immediately prior to said construction, maintenance, repair, replacement or enlargement, except as may be necessary to accommodate the water lines and appurtenances.
6. No Improvements. Grantor covenants and agrees not to construct, erect, place or plan any "Improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking or water quality structures. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.
7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of the full rights granted to Grantee under this Grant.

8. Rights of Grantor. Grantor reserves the right to the undisturbed ownership, use and occupancy of the Easement insofar as said ownership, use, and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant.
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 Easement, 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 Water Lines and appurtenances from the Easement.
10. Warranty of Title. Grantor warrants and represents that Grantor that it is the Owner of the fee simple title to the real property underlying the Easement; that Grantor has full right, title and authority to make this grant; that this Grant is effective to grant and convey to Grantee this Water Line Easement and that this grant of an easement is subject to existing easements, conditions or limitations. Grantor further covenants and agrees to indemnify, defend and hold Grantee harmless from and against any adverse claim to the title of the 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 Water Line Easement the day and year first above written.

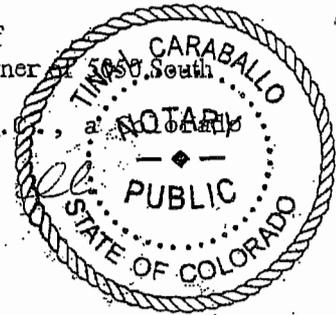
GRANTOR-LANDOWNER

Centennial S.C.L.L.C., a Colorado Limited Liability Company

By: John S. Buckley, Jr.
Sole Member and Manager

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 13th day of February, 2012, by John S. Buckley, Jr. (*) as the owner of 5000 South Federal Boulevard, Englewood, CO 80110. (*) as Sole Member and Manager of Centennial S.C.L.L.C., a limited liability company



My Commission expires: 9/5/14 Notary Public

Consent to Grant of Storm Water Drainage Easement: COMPASS BANK

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of _____, _____ by _____ as _____ of _____

My Commission expires: _____
Notary Public

GRANTEE:

CITY OF ENGLEWOOD, COLORADO

ATTEST:

By: _____
Randy P. Penn , Mayor

Loucrishia Ellis, City Clerk

EXHIBIT A

A WATER LINE EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6TH P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 00° 01' 07" W ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 384.48 FEET;

THENCE N 89°40'31"E A DISTANCE OF 346.92 FEET TO THE SOUTHEAST CORNER OF THE TERMINUS OF AN EXISTING WATER LINE EASEMENT AS DESCRIBED AT BOOK 4909 AT PAGE 567 AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING 13 COURSES ALONG THE OUTSIDE BOUNDARY OF THIS EASEMENT:

- 1) N 00° 01' 07" W ON THE EAST SIDE OF AN EXISTING EASEMENT RECORDED AT BOOK 4909 AT PAGE 567 A DISTANCE OF 20.00 FEET;
- 2) S 89° 57' 26" E A DISTANCE OF 55.68 FEET;
- 3) S 45° 00' 27" E A DISTANCE OF 12.01 FEET;
- 4) N 89° 59' 33" E A DISTANCE OF 214.52 FEET;
- 5) S 45° 00' 27" E A DISTANCE OF 33.74 FEET;
- 6) S 00° 00' 27" E A DISTANCE OF 420.70 FEET
- 7) S 44° 59' 33" W A DISTANCE OF 33.74 FEET;
- 8) S 89° 59' 33" W A DISTANCE OF 273.62 FEET;
- 9) N 45° 00' 27" W A DISTANCE OF 70.04 FEET;
- 10) N 00° 00' 27" W A DISTANCE OF 368.73 FEET;
- 11) N 44° 59' 33" E A DISTANCE OF 34.58 FEET;
- 12) N 00° 00' 27" W A DISTANCE OF 14.12 FEET;
- 13) N 89° 37' 11" E ALONG THE SOUTH BOUNDARY OF SAID WATERLINE EASEMENT RECORDED AT BOOK 4909 AT PAGE 567 A DISTANCE OF 20.00 FEET AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING 23 COURSES ALONG THE INSIDE BOUNDARY OF THIS EASEMENT:

- 14) S 89° 57' 26" E A DISTANCE OF 47.39 FEET;
- 15) S 45° 00' 27" E A DISTANCE OF 12.02 FEET;
- 16) N 89° 59' 33" E A DISTANCE OF 159.06 FEET;
- 17) S 00° 00' 00" E A DISTANCE OF 17.02 FEET;
- 18) N 90° 00' 00" E A DISTANCE OF 20.00 FEET;

- 19) N 00° 00' 00" E A DISTANCE OF 17.02 FEET;
- 20) N 89° 59' 33" E A DISTANCE OF 35.46 FEET;
- 21) S 45° 00' 27" E A DISTANCE OF 17.17 FEET;
- 22) S 00° 00' 27" E A DISTANCE OF 404.13 FEET;
- 23) S 44° 59' 33" W A DISTANCE OF 17.17 FEET;
- 24) S 89° 59' 33" W A DISTANCE OF 257.05 FEET;
- 25) N 45° 00' 27" W A DISTANCE OF 53.47 FEET;
- 26) N 00° 00' 27" W A DISTANCE OF 48.25 FEET;
- 27) N 89° 59' 33" E A DISTANCE OF 7.89 FEET;
- 28) N 00° 00' 27" W A DISTANCE OF 20.00 FEET;
- 29) S 89° 59' 33" W A DISTANCE OF 7.89 FEET;
- 30) N 00° 00' 27" W A DISTANCE OF 262.50 FEET;
- 31) N 89° 59' 33" E A DISTANCE OF 13.17 FEET;
- 32) N 00° 00' 27" W A DISTANCE OF 20.00 FEET;
- 33) S 89° 59' 33" W A DISTANCE OF 13.17 FEET;
- 34) N 00° 00' 27" W A DISTANCE OF 1.41 FEET;
- 35) N 44° 59' 33" E A DISTANCE OF 34.58 FEET;
- 36) N 00° 00' 27" W A DISTANCE OF 22.54 FEET TO THE POINT OF BEGINNING.

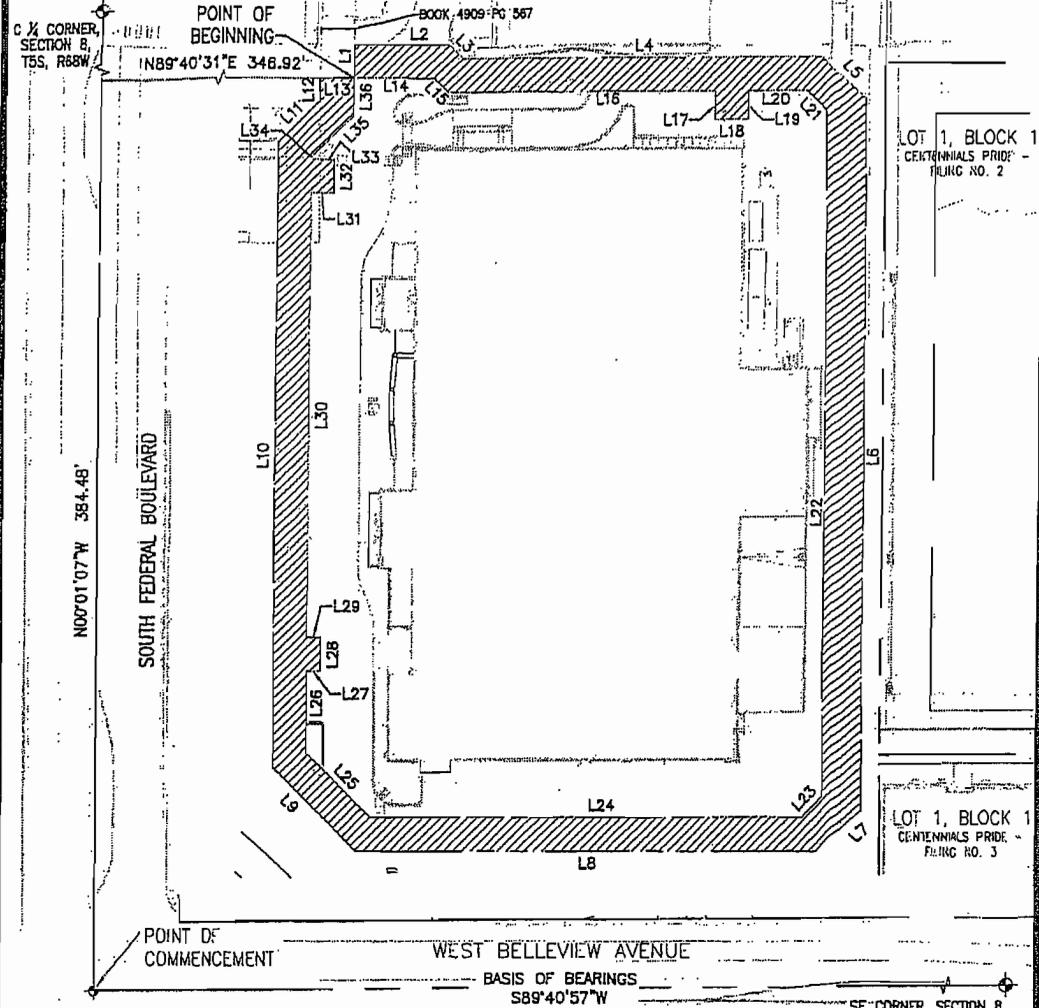
THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE
 SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE
 6TH PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY.
 BEARING S89°40'57"W
 SAID EASEMENT CONTAINS 30,798 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF
 GALLOWAY INC.
 5300 DTC PARKWAY SUITE 100
 GREENWOOD VILLAGE, CO 80111
 DATE PREPARED 2/13/2012
 JOB NO. KSS00004.02
 PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



KSS0109 WATER easement.doc

ILLUSTRATION FOR EXHIBIT A



LOT 1, BLOCK 1
CENTENNIALS PRIDE -
FILING NO. 2

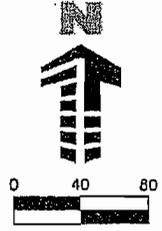
LOT 1, BLOCK 1
CENTENNIALS PRIDE -
FILING NO. 3

S 1/4 CORNER, SECTION 8,
T5S, R68W (FOUND 2 1/2\"/>

SE CORNER, SECTION 8,
T5S, R68W FOUND 2 1/2\"/>

30,798' SQ. FT. ±

PARCEL LINE TABLE								
NUMBER	BEARING	LENGTH	NUMBER	BEARING	LENGTH	NUMBER	BEARING	LENGTH
L1	N0°01'07\"/>							



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED
SURVEY IT IS INTENDED ONLY TO DEPICT THE ATTACHED
DESCRIPTION.

PREPARED FOR:
King Soopers Petroleum

WATERLINE EASEMENT

5050 SOUTH FEDERAL BLVD
ENGLEWOOD, CO

PREPARED BY:

Planning, Architecture, Engineering,
8300 DTC Parkway, Suite 100
Denver, CO 80111
303.770.6884
303.770.2616
www.galowayllc.com

Project No: KSF000004	Designed By: MFD	Date: 2/13/2012	KING SOOPERS STORE #109 ENGLEWOOD, COLORADO
Sheet Scale: 1" = 80'	Drawn By: JAR	Disk File: KSF04_Exh_01-Waterline	

GRANT OF STORM WATER DRAINAGE EASEMENT

THIS GRANT of Storm Water Drainage Easement (this "Grant") is made this ___ day of _____, 2012, by DILLION COMPANIES, INC., a Kansas corporation, ("Grantor"), whose address is 65 Tejon Street, Denver, Colorado 80223, ("Grantor") as the Lessee of 5050 S. Federal Boulevard, Englewood, Colorado 80110, in favor of the CITY OF ENGLEWOOD ("Grantee") whose address is 1000 Englewood Parkway, Englewood, Colorado 80110. Grantor is the Lessee under that certain ground lease and ground lease agreement dated _____, 2012, where Centennial S.C.L.L.C., a Colorado limited liability company, is the Lessor (the "Lease").

The parties covenant and agree as follows:

1. Storm Water Drainage Easement Property. The "Storm Water Drainage Easement" shall mean a permanent easement situated in the City of Englewood, county of Arapahoe State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein consisting of ___ page(s), hereinafter the "Easement".
2. Consideration. After a one (1) year probationary period, beginning when the certificate of occupancy is issued or the date corrections are made to the lines to meet City standards if later, the Grantee will accept ownership of and maintain, repair or replace the that portion of the storm water system which is public.
3. Grant of Storm Water Drainage Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive Easement which shall run for the life of the Lease and any extensions over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing and removing and enlarging those structures or improvements of the Grantee that the Grantee finds necessary or desirable for storm water drainage, including appurtenances.
4. Access. Grantee shall have the non-exclusive right of ingress and egress in, to, over, through and across the Easement 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 or enlargement, if any, for the storm water drainage facilities and appurtenances, Grantee shall restore the surface of the Easement as closely as reasonably possible to the grade and condition existing immediately prior to said construction, maintenance, repair, replacement or enlargement, except as may be necessary to accommodate the storm water drainage facilities and appurtenances..
6. No Improvements. Grantor covenants and agrees not to construct, erect, place or plan any "Improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.

7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of 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 Easement insofar as said ownership, use, and occupancy is consistent with and does not impair the rights granted to Grantee under this Grant.
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 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 storm water drainage facilities and appurtenances from the Easement.
10. Warranty of Title. Grantor warrants and represents that Grantor is the Lessee of the Easement property; that Grantor has full right, title and authority to make this Grant; that this Grant is effective to grant and convey to Grantee this storm water drainage Easement and that this Grant of an easement is subject to existing easements conditions or limitations. Grantor further covenants and agrees to indemnify, defend and hold Grantee harmless from and against any adverse claim to the title of the Easement property.
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

EXHIBIT A

A STORM WATER DRAINAGE EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6TH P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 00° 01' 07" W ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 327.96 FEET;

THENCE N 89° 58' 53" E A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH FEDERAL BOULEVARD AND THE POINT OF BEGINNING:

THENCE THE FOLLOWING 20 COURSES:

- 1) N00° 01' 08"W ALONG THE EAST RIGHT OF WAY LINE OF SOUTH FEDERAL BOULEVARD A DISTANCE OF 20.24 FEET;
- 2) S81° 16' 44"E A DISTANCE OF 11.47 FEET;
- 3) S43° 50' 28"E A DISTANCE OF 58.53 FEET;
- 4) S47° 28' 18"E A DISTANCE OF 47.64 FEET;
- 5) S50° 26' 33"E A DISTANCE OF 108.72 FEET;
- 6) S47° 14' 56"E A DISTANCE OF 104.35 FEET;
- 7) S46° 48' 27"E A DISTANCE OF 89.41 FEET;
- 8) S46° 16' 28"E TO THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 41.38 FEET;
- 9) S89° 40' 57"W ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 28.77 FEET;
- 10) N46° 16' 28"W A DISTANCE OF 10.59 FEET;
- 11) S43° 19' 14"W TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 10.17 FEET;
- 12) S89° 40' 57"W ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE A DISTANCE OF 15.63 FEET;
- 13) N0° 19' 03"W A DISTANCE OF 12.59 FEET;
- 14) N43° 19' 14"E A DISTANCE OF 11.90 FEET;
- 15) N46° 48' 27"W A DISTANCE OF 79.26 FEET;
- 16) N47° 14' 56"W A DISTANCE OF 103.72 FEET;
- 17) N50° 26' 33"W A DISTANCE OF 108.68 FEET;
- 18) N47° 28' 18"W A DISTANCE OF 48.80 FEET;
- 19) N43° 50' 28"W A DISTANCE OF 52.38 FEET;

20) N81° 16' 44"W A DISTANCE OF 1.62 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE
SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE
6TH PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY.
BEARING S89°40'57"W

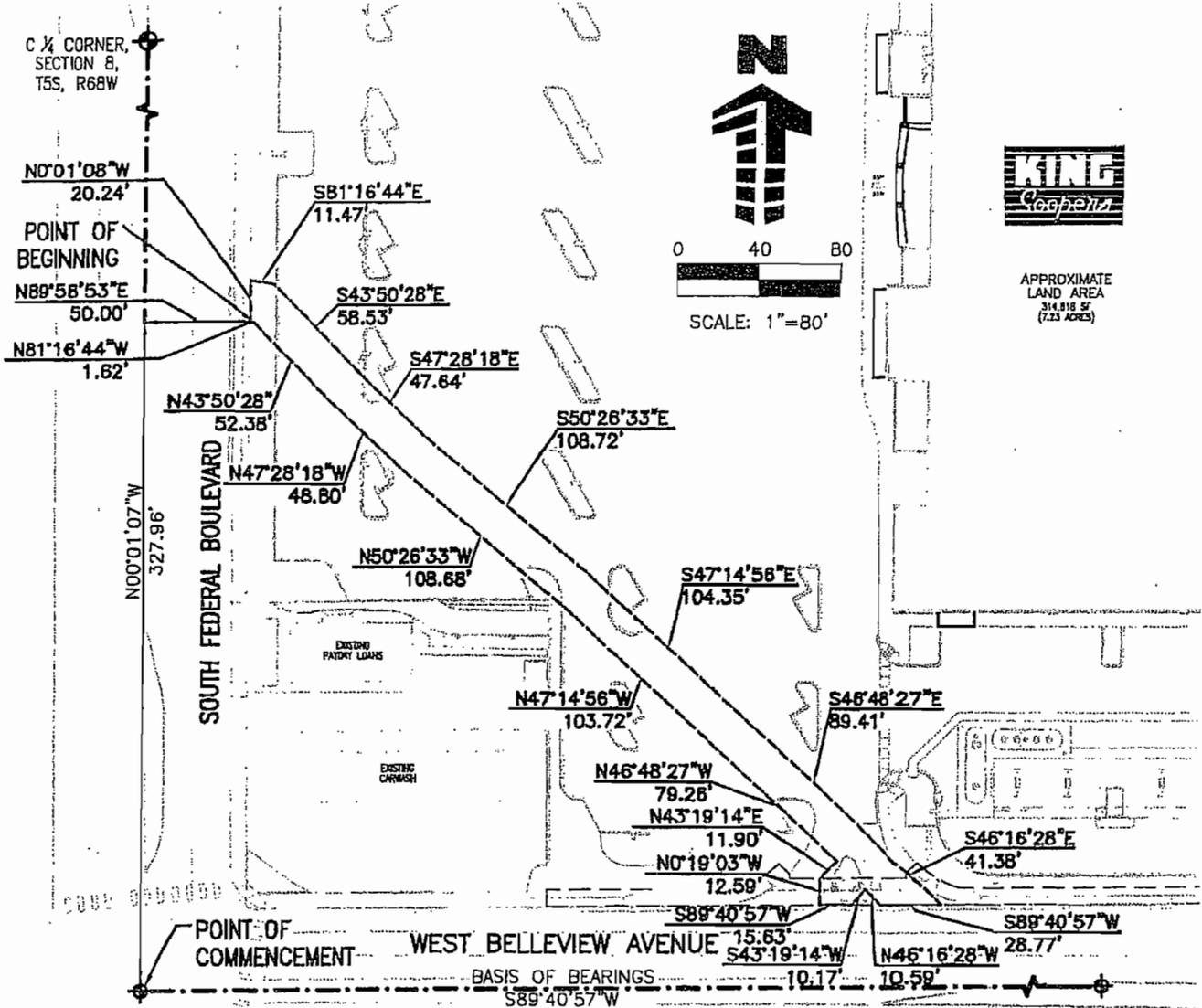
SAID EASEMENT CONTAINS 9,185 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF
GALLOWAY INC.
5300 DTC PARKWAY SUITE 100
GREENWOOD VILLAGE, CO 80111
DATE PREPARED 2/13/2012
JOB NO. KSS00004.02
PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



KSS0109 Storm easement.doc

ILLUSTRATION FOR EXHIBIT A



C ¼ CORNER,
SECTION 8,
T5S, R68W

N0°01'08"W
20.24'

N89°58'53"E
50.00'

N81°16'44"W
1.82'

N00°01'07"W
327.96'

SOUTH FEDERAL BOULEVARD

S81°16'44"E
11.47'

S43°50'28"E
58.53'

S47°28'18"E
47.64'

N43°50'28"
52.38'

N47°28'18"W
48.80'

N50°26'33"W
108.68'

S50°28'33"E
108.72'

S47°14'58"E
104.35'

N47°14'56"W
103.72'

S48°48'27"E
89.41'

N46°48'27"W
79.28'

N43°19'14"E
11.90'

N0°19'03"W
12.59'

S46°16'28"E
41.38'

S88°40'57"W
15.63'

S43°19'14"W
10.17'

S89°40'57"W
28.77'

BASIS OF BEARINGS
S89°40'57"W

S ¼ CORNER, SECTION 8,
T5S, R68W (FOUND 2 1/2"
ALUMINUM CAP
L.S. NO. 5112
IN MONUMENT BOX)

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED
SURVEY IT IS INTENDED ONLY TO DEPICT THE ATTACHED
DESCRIPTION.

SE CORNER, SECTION 8,
T5S, R68W FOUND 2 ½"
ALUMINUM CAP
ILLEGIBLE
IN MONUMENT BOX)

9,185 SQ. FT. ±

PREPARED FOR:

King Soopers Petroleum



**STORM WATER
DRAINAGE
EASEMENT**

5050 SOUTH FEDERAL BLVD
ENGLEWOOD, CO

PREPARED BY:

Galloway

Planning, Architecture, Engineering,
5300 DTC Parkway, Suite 100
Greenwood Village, CO 80111
303.770.8884 D
303.770.3836 F
www.gallowayUS.com

Project No: KSF000004

Designed By: MFD

Date: 2/13/2012

KING SOOPERS STORE #109
ENGLEWOOD, COLORADO

Sheet Scale: 1" = 80'

Drawn By: JAR

Disk File: KSF04_Exh_01-Storm

GRANT OF TRANSPORTATION AND UTILITY EASEMENT

THIS GRANT of a Transportation and Utility Easement (this "Grant") is made this ___ day of _____, 2012, by DILLION COMPANIES, INC., a Kansas corporation, ("Grantor"), whose address is 65 Tejon Street, Denver, Colorado 80223, ("Grantor") as the Lessee of 5050 S. Federal Boulevard, Englewood, Colorado 80110, in favor of the CITY OF ENGLEWOOD ("Grantee") whose address is 1000 Englewood Parkway, Englewood, Colorado 80110. Grantor is the Lessee under that certain Ground Lease and Ground Lease Agreement dated _____, 2012, where Centennial S.C.L.L.C., a Colorado limited liability company, is the Lessor (the "Lease").

5

The parties covenant and agree as follows:

1. Transportation and Utility Easement Property. A permanent right of entry, permanent access and Transportation and Utility Easement on the property located in the City of Englewood, County of Arapahoe, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein, consisting of ___ page(s), hereinafter the "Easement".
2. Consideration. As consideration, for this Grant, Grantor will be allowed a new access location from Belleview Avenue and will repair curb, gutter and sidewalk within the Easement.
3. Grant of Transportation and Utility Easement. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive transportation and utility easement which shall run for the life of the Lease and any extensions over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing and removing and enlarging those structures or improvements of the Grantee that the Grantee finds necessary or desirable for Transportation, including appurtenances.
4. Access. Grantee shall have the non-exclusive right of ingress and egress in, to, over, through and across the Easement 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 or enlargement, if any, for the transportation and utility facilities and appurtenances, Grantee shall restore the surface of the Easement as closely as reasonably possible to the grade and conditions existing immediately prior to said construction, maintenance, repair, replacement or enlargement, except as may be necessary to accommodate the transportation and utility facilities and appurtenances.
6. No Improvements. Grantor covenants and agrees not to construct, erect, place or plan any "Improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.

7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of 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 Easement insofar as said ownership, use and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant.
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 the Easement, 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 its facilities and appurtenances from the Easement.
10. Warranty of Title. Grantor warrants and represents that Grantor is the Lessee of the Easement property and that Grantor has full right, title and authority to make this Grant; that this Grant is effective to grant and convey to Grantee this Transportation and Utility Easement, and that this Grant of an easement is subject to existing deeds of trust.
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 Drainage Easement the day and year first above written.

GRANTOR - LESSEE
DILLION COMPANIES, INC.,
a Kansas corporation

By: Bruce M. Gack
Vice President



STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 13th day of February, 2012, by Bruce M. Gack as Vice President of Dillion Companies, Inc.

My Commission expires: 6-15-14



CARRIE A. CORTOLILLO
Notary Public, State of Ohio
My Commission Expires
June 15, 2014

SIGNED this _____ day of _____, 20_____.

GRANTEE:
CITY OF ENGLEWOOD, COLORADO

By: _____
Randy P. Penn, Mayor

ATTEST:

Loucrishia Ellis, City Clerk

EXHIBIT A

A TRANSPORTATION AND UTILITY EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6TH P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 89° 40' 57" E ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 200.08 FEET THENCE N 00°19'03"W A DISTANCE OF 40.00 FEET TO NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE AND THE POINT OF BEGINNING:

THENCE THE FOLLOWING 15 COURSES:

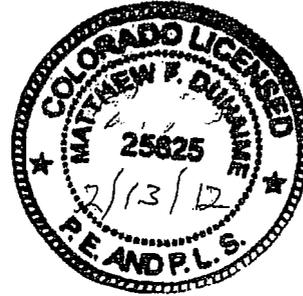
- 1) N00° 03' 57"E A DISTANCE OF 8.00 FEET;
- 2) N89° 40' 57"E A DISTANCE OF 93.00 FEET;
- 3) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 24.01 FEET, A RADIUS OF 43.00' FEET, A DELTA OF 31°59'35" HAVING A CHORD DISTANCE OF 23.70 FEET, BEARING N59° 29' 11"E, NON-TANGENT TO THE FOLLOWING COURSE.
- 4) S46° 30' 37"E A DISTANCE OF 7.00 FEET;
- 5) S0° 31' 04"E A DISTANCE OF 2.13 FEET;
- 6) N89° 28' 56"E A DISTANCE OF 57.67 FEET;
- 7) N0° 31' 04"W A DISTANCE OF 2.22 FEET;
- 8) N46° 08' 39"E A DISTANCE OF 7.00 FEET;
- 9) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 24.72 FEET, A RADIUS OF 43.00 FEET, A DELTA OF 32°56'10" HAVING A CHORD DISTANCE OF 24.38 FEET, BEARING S60° 19' 26"E, NON-TANGENT TO THE FOLLOWING COURSE:
- 10) N89° 40' 57"E A DISTANCE OF 227.65 FEET;
- 11) N67° 26' 54"E A DISTANCE OF 9.33 FEET;
- 12) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CURVE LENGTH OF 3.98 FEET, A RADIUS OF 22.50' FEET, A DELTA OF 10°07'35" HAVING A CHORD DISTANCE OF 3.97 FEET, BEARING S27° 36' 54"E, NON-TANGENT TO THE FOLLOWING COURSE;
- 13) N89° 40' 57"E A DISTANCE OF 19.06 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK 1 CENTENNIAL PLAZA, FILING NO.3;
- 14) S0° 00' 27"E A DISTANCE OF 8.00 FEET ON THE WEST LINE OF SAID LOT 1, BLOCK 1 CENTENNIAL PLAZA FILING NO.3 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE;

15) S89° 40' 57"W A DISTANCE OF 459.58 FEET ALONG THE NORTH RIGHT OF WAY LINE OF BELLEVIEW AVENUE TO THE POINT OF BEGINNING;

THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY.
BEARING N89°40'57"E

SAID EASEMENT CONTAINS 4,279 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF
GALLOWAY INC.
5300 DTC PARKWAY SUITE 100
GREENWOOD VILLAGE, CO 80111
DATE PREPARED 2/13/2012
JOB NO. KSS00004.02
PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



KSS0109 ROW easement.doc

ILLUSTRATION FOR EXHIBIT A

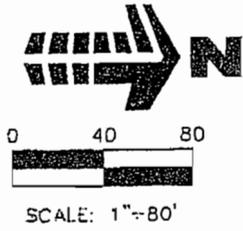
POINT OF COMMENCEMENT
 S 1/4 CORNER, SECTION 8,
 T5S, R6BW (FOUND 2 1/2"
 ALUMINUM CAP
 L.S. NO. 5112
 IN MONUMENT BOX)

POINT OF BEGINNING

WEST BELLEVUE AVENUE

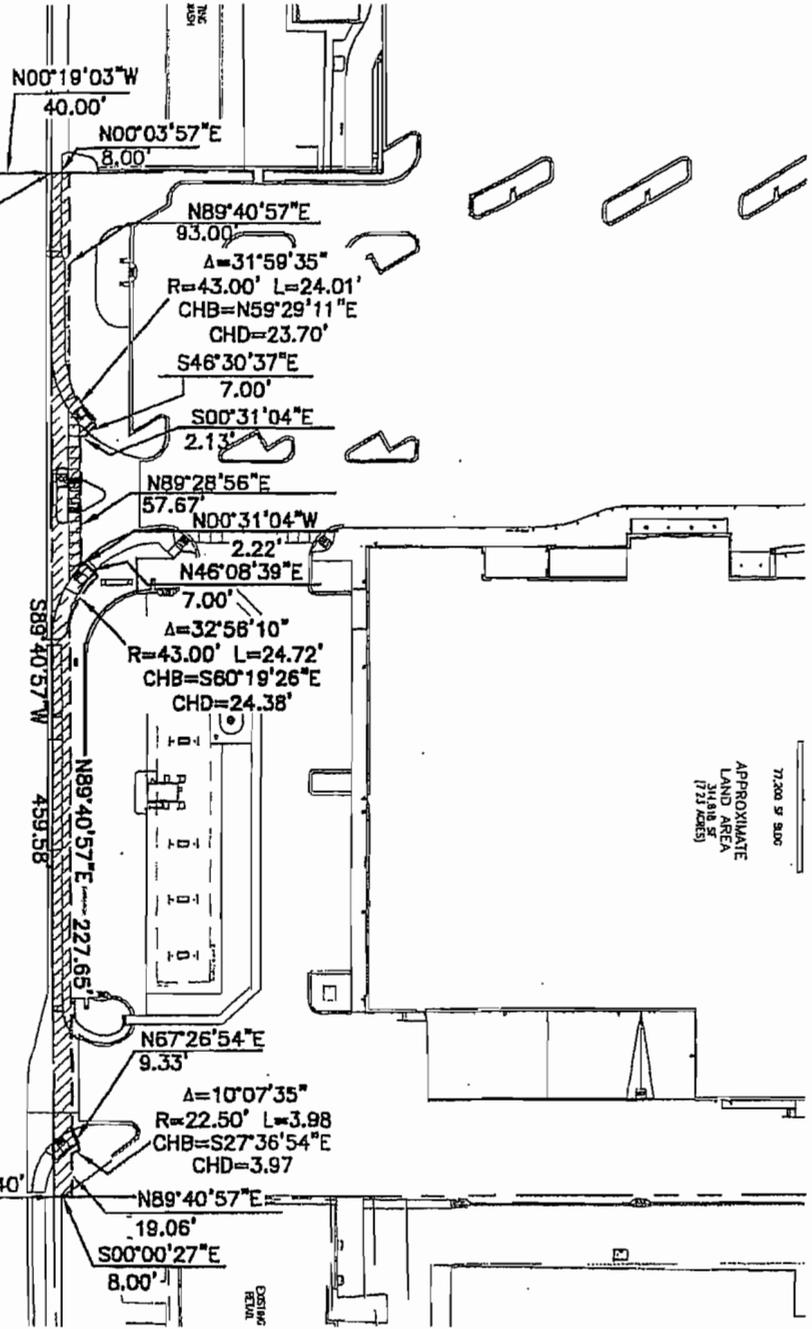
BASIS OF BEARINGS N89°40'57"E

SE CORNER, SECTION 8,
 T5S, R6BW FOUND 2 1/2"
 ALUMINUM CAP
 ILLEGIBLE
 IN MONUMENT BOX)



NOTE:
 THIS EXHIBIT DOES NOT REPRESENT A
 MONUMENTED SURVEY IT IS INTENDED
 ONLY TO DEPICT THE ATTACHED DESCRIPTION.

4,279 SQ. FT. ±



APPROXIMATE
 LAND AREA
 3148 SQ.
 (7.21 ACRES)

PREPARED FOR:
 King Soopers Petroleum



TRANSPORTATION
 AND UTILITY
 EASEMENT

5050 SOUTH FEDERAL BLVD
 ENGLEWOOD, CO

PREPARED BY:

Galloway

Planning, Architecture, Engineering
 6300 DTC Parkway, Suite 100
 Greenwood Village, CO 80111
 303.770.8984 O
 303.770.3638 F
 www.gallowayUS.com

Project No: KSF000004	Designed By: MFD	Date: 2/13/2012	KING SOOPERS STORE #109 ENGLEWOOD, COLORADO
Sheet Scale: 1" = 80'	Drawn By: JAR	Disk File: KSF04_Exp_01-Row Bellevue	

GRANT OF WATER LINE EASEMENT FROM LESSEE

THIS GRANT of a Water Line Easement ("this Grant") is made this ____ day of _____, 2012 by DILLON COMPANIES, INC., a Kansas corporation, ("Grantor"), whose address is 65 Tejon Street, Denver, Colorado 80223, as the Lessee of 5050 S. Federal Boulevard, Englewood, CO 80110, to the CITY OF ENGLEWOOD, COLORADO ("Grantee" or "City"), whose address is 1000 Englewood Parkway, Englewood, Colorado 80110. Grantor is the Lessee under that certain Ground Lease and Ground Lease Agreement dated _____, 2012, where Centennial S.C.L.L.C., a Colorado limited liability company, is the Lessor (the "Lease").

The Parties covenant and agree as follows:

1. Water Line Easement Property. The "Water Line Easement Property" shall mean the real property located in the City of Englewood, County of Arapahoe, State of Colorado, more particularly described in Exhibit A, attached hereto and incorporated herein, consisting of ____ page(s), hereinafter the "Easement".
2. Consideration. After a one (1) year probationary period, beginning when the certificate of occupancy is issued or the date corrections are made to the lines to meet City standards if later, the Grantee will accept ownership of and maintain, repair or replace that portion of the water line which is public including the fire hydrants.
3. Grant of Water Line Easement. Grantor hereby grants to City, its successors and assigns, a non-exclusive easement which shall run for the life of the Lease and any extensions over, under, across and through the Easement for the purpose of constructing, operating, maintaining, repairing, replacing, removing and enlarging those structures or improvements of the Grantee that Grantee finds necessary or desirable for a water line including appurtenances.
4. Access. Grantee shall have the non-exclusive right of ingress and egress in, to, over, through and across the Easement 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, or enlargement of any of the water lines, and appurtenances, Grantee shall restore the surface of the Easement as nearly as reasonably possible to the grade and condition existing in immediately prior to said construction, maintenance, repair, replacement, or enlargement, except as may be necessary to accommodate the water lines and appurtenances.
6. No improvements. Grantor covenants and agrees not to construct, erect, place or plan any "improvements," as hereinafter defined, on the Easement without obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned, or delayed. "Improvements" shall mean any structure, building or landscaping other than grass or asphalt surface parking. Grantee shall have the right to remove, without any liability to Grantor, any improvements constructed, erected, placed or planted on the Easement without Grantor having obtained the prior written consent of Grantee.

7. Subjacent and Lateral Support. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support on the Easement to the extent necessary for the enjoyment of 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 Easement insofar as said ownership, use, and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant.
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 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 water lines and appurtenances from the easement.
10. Warranty of Title. Grantor warrants and represents that Grantor that it is the Lessee of the Easement property; that Grantor has full right, title and authority to make this grant; that this Grant is effective to grant and convey to Grantee this water line easement and that this grant of an easement is subject to existing easements or limitations. Grantor further covenants and agrees to indemnify, defend and hold Grantee harmless from and against any adverse claim to the title of the Easement property.
11. Binding Effect. This Grant shall extend to and be binding upon the heirs, personal representatives, successors and assignees of the respective parties hereto. The terms, covenants, agreements and conditions in this Grant shall be construed as covenants running with the land.

EXHIBIT A

A WATER LINE EASEMENT LOCATED IN A PORTION OF THE SE1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST, 6TH P.M. STATE OF COLORADO, ARAPAHOE COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 8 THENCE N 00° 01' 07" W ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 A DISTANCE OF 384.48 FEET;

THENCE N 89°40'31"E A DISTANCE OF 346.92 FEET TO THE SOUTHEAST CORNER OF THE TERMINUS OF AN EXISTING WATER LINE EASEMENT AS DESCRIBED AT BOOK 4909 AT PAGE 567 AND THE POINT OF BEGINNING:

THENCE THE FOLLOWING 13 COURSES ALONG THE OUTSIDE BOUNDARY OF THIS EASEMENT:

- 1) N 00° 01' 07" W ON THE EAST SIDE OF AN EXISTING EASEMENT RECORDED AT BOOK 4909 AT PAGE 567 A DISTANCE OF 20.00 FEET;
- 2) S 89° 57' 26" E A DISTANCE OF 55.68 FEET;
- 3) S 45° 00' 27" E A DISTANCE OF 12.01 FEET;
- 4) N 89° 59' 33" E A DISTANCE OF 214.52 FEET;
- 5) S 45° 00' 27" E A DISTANCE OF 33.74 FEET;
- 6) S 00° 00' 27" E A DISTANCE OF 420.70 FEET
- 7) S 44° 59' 33" W A DISTANCE OF 33.74 FEET;
- 8) S 89° 59' 33" W A DISTANCE OF 273.62 FEET;
- 9) N 45° 00' 27" W A DISTANCE OF 70.04 FEET;
- 10) N 00° 00' 27" W A DISTANCE OF 368.73 FEET;
- 11) N 44° 59' 33" E A DISTANCE OF 34.58 FEET;
- 12) N 00° 00' 27" W A DISTANCE OF 14.12 FEET;
- 13) N 89° 37' 11" E ALONG THE SOUTH BOUNDARY OF SAID WATERLINE EASEMENT RECORDED AT BOOK 4909 AT PAGE 567 A DISTANCE OF 20.00 FEET AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING 23 COURSES ALONG THE INSIDE BOUNDARY OF THIS EASEMENT:

- 14) S 89° 57' 26 "E A DISTANCE OF 47.39 FEET;
- 15) S 45° 00' 27" E A DISTANCE OF 12.02 FEET;
- 16) N 89° 59' 33' E A DISTANCE OF 159.06 FEET;
- 17) S 00° 00' 00" E A DISTANCE OF 17.02 FEET;
- 18) N 90° 00' 00" E A DISTANCE OF 20.00 FEET;

- 19) N 00° 00' 00" E A DISTANCE OF 17.02 FEET;
- 20) N 89° 59' 33" E A DISTANCE OF 35.46 FEET;
- 21) S 45° 00' 27" E A DISTANCE OF 17.17 FEET;
- 22) S 00° 00' 27" E A DISTANCE OF 404.13 FEET;
- 23) S 44° 59' 33" W A DISTANCE OF 17.17 FEET;
- 24) S 89° 59' 33" W A DISTANCE OF 257.05 FEET;
- 25) N 45° 00' 27" W A DISTANCE OF 53.47 FEET;
- 26) N 00° 00' 27" W A DISTANCE OF 48.25 FEET;
- 27) N 89° 59' 33" E A DISTANCE OF 7.89 FEET;
- 28) N 00° 00' 27" W A DISTANCE OF 20.00 FEET;
- 29) S 89° 59' 33" W A DISTANCE OF 7.89 FEET;
- 30) N 00° 00' 27" W A DISTANCE OF 262.50 FEET;
- 31) N 89° 59' 33" E A DISTANCE OF 13.17 FEET;
- 32) N 00° 00' 27" W A DISTANCE OF 20.00 FEET;
- 33) S 89° 59' 33" W A DISTANCE OF 13.17 FEET;
- 34) N 00° 00' 27" W A DISTANCE OF 1.41 FEET;
- 35) N 44° 59' 33" E A DISTANCE OF 34.58 FEET;
- 36) N 00° 00' 27" W A DISTANCE OF 22.54 FEET TO THE POINT OF BEGINNING.

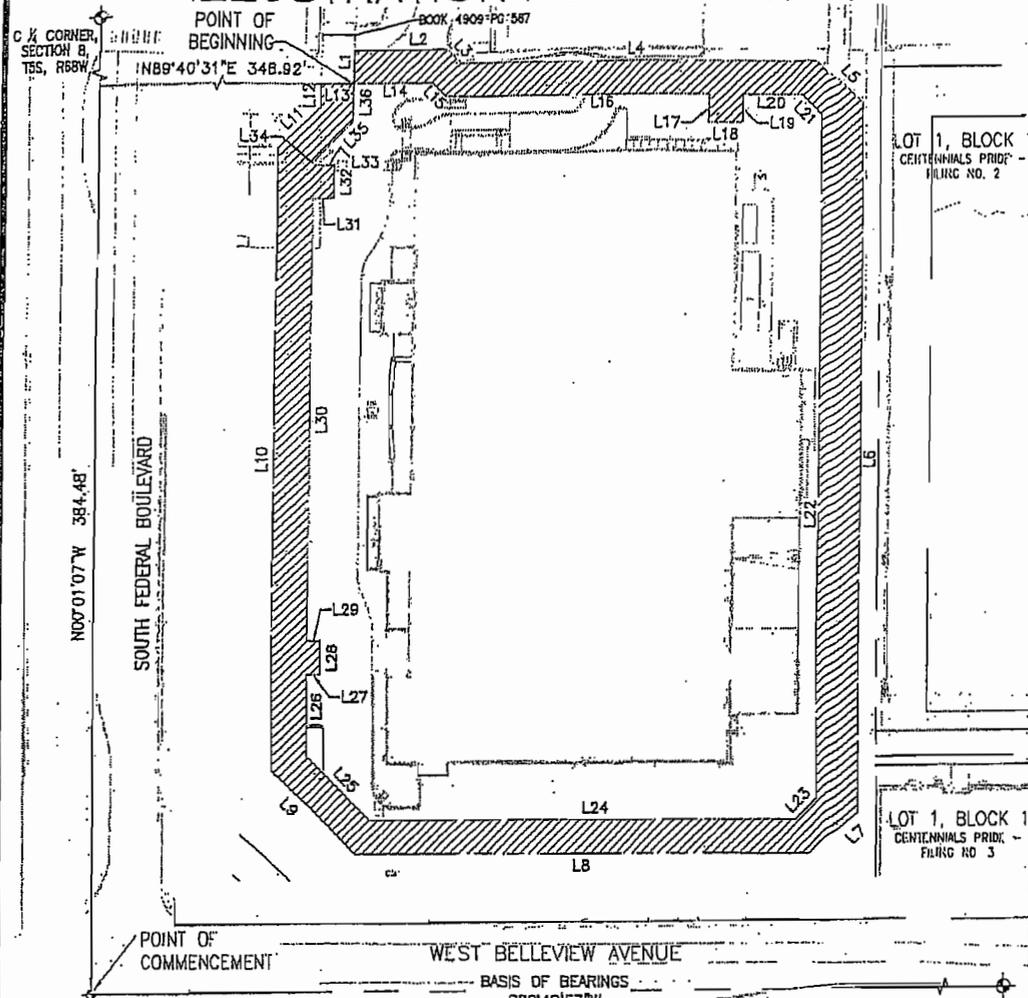
THE BASIS OF BEARINGS ARE BASED UPON THE SOUTH LINE OF THE
SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE
6TH PRINCIPLE MERIDIAN, STATE OF COLORADO, ARAPAHOE COUNTY.
BEARING S89°40'57"W
SAID EASEMENT CONTAINS 30,798 SQ. FT. MORE OR LESS.

PREPARED ON AND FOR THE BEHALF OF
GALLOWAY INC.
5300 DTC PARKWAY SUITE 100
GREENWOOD VILLAGE, CO 80111
DATE PREPARED 2/13/2012
JOB NO. KSS00004.02
PREPARED BY: MATTHEW DUHAIME P.E., P.L.S.



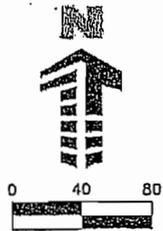
KSS0109 WATER easement.doc

ILLUSTRATION FOR EXHIBIT A



S ¼ CORNER, SECTION 8,
T5S, R68W (FOUND 2 1/2"
ALUMINUM CAP
L.S. NO. 5112
IN MONUMENT BOX)

SE CORNER, SECTION 8,
T5S, R68W FOUND 2 1/2"
ALUMINUM CAP
ILLEGIBLE
IN MONUMENT BOX)



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED
SURVEY IT IS INTENDED ONLY TO DEPICT THE ATTACHED
DESCRIPTION.

SCALE: 1"=80'

PARCEL LINE TABLE			30,798' SQ. FT. ±					
NUMBER	BEARING	LENGTH	NUMBER	BEARING	LENGTH	NUMBER	BEARING	LENGTH
L1	N07°01'07"W	20.00'	L13	N84°37'11"E	20.00'	L25	N45°00'27"W	53.47'
L2	S89°57'20"E	55.08'	L14	S89°57'28"E	47.30'	L26	N70°00'27"W	48.23'
L3	S45°00'27"E	12.01'	L15	S45°00'27"E	12.02'	L27	N89°59'33"E	7.09'
L4	N89°59'33"E	214.82'	L16	N89°59'33"E	150.05'	L28	N70°00'27"W	20.00'
L5	S45°00'27"E	33.74'	L17	S07°00'00"E	17.02'	L29	S89°59'33"W	7.09'
L6	S07°00'27"E	420.70'	L18	N89°09'00"E	20.00'	L30	N70°00'27"W	262.50'
L7	S44°59'33"W	33.74'	L19	N70°00'00"E	17.02'	L31	N89°58'33"E	13.17'
L8	S89°59'33"W	273.02'	L20	N89°59'33"E	35.46'	L32	N70°00'27"W	20.00'
L9	N45°00'27"W	70.04'	L21	S45°00'27"E	17.17'	L33	S89°59'33"W	13.17'
L10	N70°00'27"W	388.73'	L22	S07°00'27"E	404.13'	L34	N70°00'27"W	1.41'
L11	N44°59'33"E	34.58'	L23	S44°59'33"W	17.17'	L35	N44°59'33"E	34.58'
L12	N70°00'27"W	14.12'	L24	S07°50'33"W	257.05'	L36	N70°00'27"W	22.54'

PREPARED FOR:
King Soopers Petroleum

**WATERLINE
EASEMENT**

5050 SOUTH FEDERAL BLVD
ENGLEWOOD, CO

PREPARED BY:

Galloway

Planning, Architectural, Engineering,
6309 DTC Parkway, Suite 100
Greenwood Village, CO 80111
303.770.8884 O
303.770.2038 F
www.gallowayLAB.com

Project No: KSF000004	Designed By: MFD	Date: 2/13/2012	KING SOOPERS STORE #109 ENGLEWOOD, COLORADO
Sheet Scale: 1" = 80'	Drawn By: JAR	Disk File: KSF04_Cxh_01--Waterline	

COUNCIL COMMUNICATION

Date: March 5, 2012	Agenda Item: 11 c i	Subject: Resolution Transferring and Appropriating Funds from the General Fund to the Public Improvement Fund (PIF) for 2012 Paving Projects
Initiated By: Finance and Administrative Services		Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed this topic at the February 13, 2012 Study Session and directed staff to prepare the necessary documents for Council to take action on at a regular council meeting.

RECOMMENDED ACTION

Staff recommends that Council approve this transfer and supplemental appropriation of \$334,000 from General Fund reserves to the Public Improvement Fund for paving projects.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Public Works Department has continually maintained the City's streets by employing an aggressive preventative maintenance program to avoid the greater of cost of replacing entire sections of streets. The funds transferred to the PIF will be used to continue this program in 2012.

SOURCES AND USES OF FUNDS:

GENERAL FUND:

SOURCE OF FUNDS:

Unreserved/Undesignated Fund Balance	\$334,000
--------------------------------------	-----------

USE OF FUNDS:

Transfer to the Public Improvement Fund	\$334,000
---	-----------

PUBLIC IMPROVEMENT:

SOURCE OF FUNDS:

Transfer in from the General Fund	\$334,000
-----------------------------------	-----------

USE OF FUNDS:

Paving Projects	\$334,000
-----------------	-----------

FINANCIAL IMPACT

This action will reduce the fund balance in the General Fund by \$334,000.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2012

A RESOLUTION TRANSFERRING AND APPROPRIATING FUNDS FROM THE
GENERAL FUND TO THE PUBLIC IMPROVEMENT FUND (PIF) FOR 2012 PAVING
PROJECTS.

WHEREAS, the City continues to maintain the City's streets by employing an aggressive preventative maintenance program to avoid the greater cost of replacing entire sections of streets; and

WHEREAS, the City Council discussed this topic on February 13, 2012 and directed staff to prepare the necessary documents for Council to take action; and

WHEREAS, funds are needed to continue the 2012 paving projects which requires moving the necessary funds to the Public Improvement Fund, by the passage of this Resolution;

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

Section 1. The City Council of the City of Englewood, Colorado supports the transfer of funds from the Unreserved/Undesignated Fund Balance to the Public Improvement Fund, as follows:

GENERAL FUND

SOURCE OF FUNDS:

Unreserved/Undesignated Fund Balance \$334,000

USE OF FUNDS:

Transfer to the Public Improvement Fund \$334,000

PUBLIC IMPROVEMENT FUND (PIF)

SOURCE OF FUNDS:

Transfer in from the General Fund \$334,000

USE OF FUNDS:

Paving Projects \$334,000

Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2012 Budget for the City of Englewood.

ADOPTED AND APPROVED this 5th day of March, 2012.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

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

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date: March 5, 2012	Agenda Item: 11 c ii	Subject: Contract Extension for Transit Shuttle Services
Initiated By: Community Development Department		Staff Source: Harold J. Stitt, Senior Planner

PREVIOUS COUNCIL ACTION

Council approved, an Intergovernmental Agreement (IGA) between the City and the Regional Transportation District (RTD) for funding of the Englewood Circulator Shuttle by Ordinance 50, Series of 2004, by Ordinance 66, Series of 2007, by Ordinance 10, Series of 2008, by Ordinance 8, Series of 2009, by Ordinance Number 4 Series of 2010, and by Ordinance 5, Series of 2011. Council approved by Motion, in August 2004, a contract for transit services with Laidlaw Transit Services and subsequently extended this contract by Resolution No. 87, Series of 2005, by Resolution No. 77, Series of 2006, by Motion on December 3, 2007, by Motion on March 3, 2008, by Motion on April 6, 2009. Council approved by Motion on December 21, 2009, a contract for transit services with MV Transportation, Inc., and subsequently extended this contract by Motion on February 22, 2011.

RECOMMENDED ACTION

Staff recommends Council approve, by Motion, an agreement between the City of Englewood and MV Public Transportation, Inc. for 2012 management, operation, and maintenance of the art shuttle. The contract amount is \$263,221.20

BACKGROUND AND ANALYSIS

In 2009, after five years of art shuttle service, the Community Development Department reissued a Request for Proposals (RFP) for management, operation, and maintenance of the shuttle. In 2010, the contract for art shuttle management, operation, and maintenance was awarded to MV Transportation. This contract included the option of four one-year extensions. This contract is the second extension and will provide for all vehicles and operational components of the art Shuttle for calendar year 2012. Fuel will be supplied by the City with reimbursement by RTD.

FINANCIAL IMPACT

This contract is for the operation of art Shuttle services in the amount of \$263,221.20. RTD will reimburse the City the contract and fuel costs less the lost fare amount. The lost fair amount is equivalent to the fare capture rate times the percentage of riders that would not have had a RTD pass or a transfer from another RTD service, had the art operated as a fare service charging the standard RTD full fare. The calculated lost fare amount for 2012 will be \$57,456. This represents no change from the 2011 amount. This lost fare amount is included in the approved 2012 Community Development Department budget. The contract continues the same level of service operating Monday through Friday, 6:30 am to 6:30 pm at no cost to riders.

ATTACHMENTS

Contract

Transit Shuttle Services Operations Contract

This Contract is made and entered into as of the ____ day of _____, 2012, by and between the City of Englewood, a Colorado Municipal Corporation (City), and MV Public Transportation Inc., a California Corporation whose address is 4620 Westamerica Drive, Fairfield, CA 94534, (MV).

WHEREAS, The purpose of this contract is to implement various transportation services and improvements to reduce dependency on the single occupant automobile, facilitate movement of traffic to and within the commercial areas of the City of Englewood and to minimize traffic congestion in the shuttle area.

WHEREAS, The City desires to engage MV to provide said Transit Shuttle Management, Operations, and Maintenance services.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose:** The purpose of this Contract is to set forth all of the terms and conditions agreed upon between the Parties by which MV shall provide to the City: transit management, operations, and maintenance services, as provided herein. MV shall perform such services as set forth in this contract using that degree of care, skill, and knowledge employed by leading contractors in the field of transit management and operations in the United States.
2. **Scope of Services:** This Contract incorporates the requirements, conditions, obligations and promises of the City's "**Notice Inviting Proposals For A Circulator Shuttle In The City Of Englewood, Colorado**", dated **September 18, 2009** and the "**Proposal to Provide Management, Operation and Maintenance Services for the art shuttle in the City of Englewood, Colorado**" by MV Public Transportation, Inc., dated **October 12, 2009**.
3. **Independent Contractor:** The City hereby contracts with MV to provide the shuttle services described herein within the City of Englewood as an independent contractor and not as an agent of the City.
4. **Quality of Service:** MV acknowledges that, through the provision of services, the City desires to provide to their citizens a high quality of service in the operation and maintenance of this shuttle system. MV agrees to supply the shuttle services described in paragraph two, above, in a safe, efficient, and professional manner.
5. **Compensation:** Compensation for 2012 shall be an amount not to exceed \$263,221.20. In subsequent years MV will be compensated according to the following rate schedule:

January 1, 2011 – December 31, 2011	\$42.49 per revenue service hour
January 1, 2012 – December 31, 2012	\$43.01 per revenue service hour
January 1, 2013 – December 31, 2013	\$43.32 per revenue service hour
January 1, 2014 – December 31, 2014	\$43.91 per revenue service hour

Note 1: The rates above do not include costs for Professional Liability Insurance as the parties have agreed to remove this requirement from this Contract.

Note 2: The rates above are based upon an estimated volume of 6,120 annual revenue hours (12 revenue hours each bus using 2 buses per day for 255 days per year) unless otherwise agreed upon.

Note 3: For purposes of this Contract, revenue service hours shall be calculated from arrival at the first shuttle pick-up location to the departure from the last shuttle drop-off location.

6. **Term:** This Contract shall be for a term of twelve months commencing upon January 1, 2012 and ending at midnight, December 31, 2012. Thereafter, the City Manager and MV may extend this contract for four consecutive one-year periods, upon mutual agreement of the parties, subject to the same terms and conditions of this contract as specified in Paragraph 2 above.
7. **Applicable Law:** The parties agree this Contract shall be governed by and construed in accordance with the law of the State of Colorado. The venue for any litigation shall be Arapahoe County, Colorado.
8. **Termination:** In addition to any other rights provided herein, the City shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Contract and further performance of the services by delivery to MV of written Notice of Termination specifying the extent and effective date of termination.
9. **Amendments:** All changes to this Contract shall be in writing and executed by the authorized officials of the Parties. In the event a change in this Contract is anticipated to cause an increase or decrease in the annual revenue service hours or in the Operating Expenses hereunder, the Contractor and the City agree to negotiate an increase or decrease in the contracted amount of compensation. In the event any Federal, State, or local law, rule, regulation or ordinance becomes operative during the term of this Contract that has the effect of increasing MV's operating costs, to include, but not limited to, laws, rule, regulations, or ordinances pertaining to environmental protection or climate change, such as carbon credits, or new taxes imposed based on energy consumption; changes in the Americans With Disabilities Act; or government mandated increases to employee wages and/or benefits, to include health care benefits, City and MV shall meet to discuss the impact of these unanticipated additional costs and negotiate an equitable adjustment to MV's rates. In the event City and MV are unable to agree on the amount of the equitable rate adjustment, MV may terminate this contract for convenience.
10. **Assignment:** MV shall not assign its performance of this contract without the prior written consent of the City. Any attempt by the contractor to assign any performance of this contract without such consent shall be null and void.
11. **Subject to Annual Appropriation:** Any provision of this agreement or its attachments which impose upon the City, directly or indirectly, any financial obligation whatsoever to be performed or which may be performed in any fiscal year subsequent to the year of

execution of this agreement is expressly made contingent upon and subject to funds for such financial obligation be appropriated, budgeted and otherwise made available.

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

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

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

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

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

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

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

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Consultant's breach of any section of this paragraph or provisions required pursuant to CRS 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 12.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, effective the day and date first above written.

MV PUBLIC TRANSPORTATION, INC

By: _____
Brad Cornelsen, CFO Daniel Lee, Director, Contracts

STATE OF IOWA)
COUNTY OF Shelby) ss

The foregoing instrument was acknowledged before me this 13 day of February, 2012,

By Brad Cornelsen + Daniel Lee as CFO, Director, Contracts of MV Public Transportation, Inc.

My commission expires: Sept. 26th, 2014
Notary Public

CITY OF ENGLEWOOD, COLORADO



By: _____
Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date: March 5, 2012	Agenda Item: 11 c iii	Subject: 2012 Medic Apparatus
Initiated By: Fire Department		Staff Source: Mike Pattarozzi, Fire Chief Pat White, Fleet Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Purchase of this apparatus will help to meet the goal of being a progressive City that provides responsive and cost efficient services.

RECOMMENDED ACTION

Staff recommends that Council approve, by motion, the purchase of a 2012 Taylor Made medic apparatus for the Fire Department. Staff recommends awarding the contract to the lowest acceptable bidder, Taylor Made, in the amount of \$136,660.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The new apparatus is sought to replace a 2001 McCoy Miller Ford E450 medic apparatus, which has reached the end of its service life. A bid invitation for a replacement apparatus was opened on February 8, 2012 and five companies submitted bids. Taylor Made provided the lowest bid.

FINANCIAL IMPACT

The Taylor Made bid is \$136,660.00. The City was awarded a grant by the State of Colorado Emergency Medical and Trauma Services Provider Grant program for the amount of \$72,000.00, or 50% of the vehicle, whichever is less. This grant was accepted by Council on September 7, 2011, under Ordinance No. 45, Series of 2011. The City's Capital Equipment Replacement Fund will be used to fund the remaining cost of the vehicle.

LIST OF ATTACHMENTS

City of Englewood Bid Tabulation Sheet, Item: IFB-12-004 2012 Class I-AD Rescue Unit
New Vehicle Sheet

City of Englewood Bid Tabulation Sheet

Bid Opening: February 8, 2012 2:00 PM MST

ITEM: IFB-12-004 2012 Class I-AD Rescue Unit

Aparent Low Bidder

Vendor	Total Bid	Estimated Delivery Date	Exceptions:
Peak Motor Coach			
880 Brickyard Cir Unit 140			
Golden, CO 80403			
Brian Leshner, 303-295-0111	\$ 160,998.00	180 Days from Order	Exceptions Listed in Bid Proposal
Taylor Made Ambulances			
3704 Medallion Place			
Newport, AZ 72112		90-120 Working Days	
Joseph Taylor, 800-468-1310	\$ 136,660.00	from Receipt of Order	None listed
Front Range Fire Apparatus		At least 180 days from	
7600 Miller Ct		receipt of order,	
Longmont, CO 80504		Requested to have unit	See attached list of 6 exceptions
March Balch, 303-449-9911 ext 22	\$ 174,774.00	complete by 06/30/12	in the Bid Proposal
Braun Northwest, Inc			
150 North Star Dr			
Chehalis, WA 98532		July 2012 if signed PO	Pleaser refer to Clarification/Exceptions
Tami McCallum, 800-245-6303	\$ 151,811.00	received by 02/22/12	page in Proposal Section
Rocky Mountain Emergency Vehicles			
6101 East 38th Ave			
Denver, CO 80207		June 25th, with	Please see next page - located in the
Troy Allen, 303-322-9854	\$ 155,797.00	no Chassis delay	Bid Proposal

SERVICENTER GARAGE

**SUMMARY SPECIFICATION SHEET
FOR
NEW VEHICLES**

STATE AWARD # _____

ENGLEWOOD BID# IFB-12-004

MANUFACTURER OF VEHICLE Taylor Made

MODEL OF VEHICLE Class 1-AD Rescue Unit 170"x96"x93" Module on Dodge Chassis

AIR CONDITIONING	YES	NO
AUTOMATIC TRANSMISSION	YES	NO
POWER WINDOWS	YES	NO
POWER DOOR LOCKS	YES	NO
4 WHEEL DRIVE	YES	NO
FLEX FUEL OPTION	YES	NO
CERF REPLACEMENT	YES	NO
NEW ADDITION TO FLEET	YES	NO

DEPARTMENT VEHICLE ASSIGNED TO Fire Department

COMMENTS: Replaces Unit 6491, a 2001 Ford F450 Medic Unit. Normal replacement is at 9 years. Unit life was extended two years due to budgetary constraints. Unit has met years of service, hours of use, and maintenance expense criteria for replacement.

COUNCIL COMMUNICATION

Date: March 5, 2012	Agenda Item: 11 c iv	Subject: Acceptance of price to Purchase Englewood Depot and Setting of a Public Hearing on the proposed sale
Initiated By: City Manager's Office		Staff Source: Michael Flaherty, Deputy City Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed the initial proposal from Pillar Property Services for the sale of the Englewood Depot during an Executive Session on February 13, 2012. Council considered Pillar's revised proposal during the February 27, 2012 Study Session.

RECOMMENDED ACTION

Staff seeks Council's approval of a motion setting the proposed sales amount from Pillar Property Services, LLC, to purchase the Englewood Depot and the .490 acre parcel on which the Depot is located for a purchase price of \$50,000 and, if the amount is accepted, setting of a public hearing for March 19, 2012 to gather input on the proposed sale.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Last fall, the City of Englewood was approached by two different parties who expressed interest in purchasing the Englewood Depot, located at 3098 South Galapago Street. Following discussion regarding the proposals, City Council requested that staff issue a Request for Proposal (RFP) to ensure that the sale of the property was open to all interested parties. The RFP was issued in late November. One proposal was received – the proposal submitted by Pillar Property Services, LLC.

The initial proposal offered a purchase price of \$31,215 for the property. After discussion and consideration, Council asked staff to approach the representative from Pillar to determine if there was any room for negotiation on the offer. Pillar returned a revised proposal to purchase the property for \$50,000.

Pillar Property Services has a strong interest in moving forward with the project quickly and has set a March 9th deadline for Council approval. If Council accepts the current offer, staff will bring forward at an upcoming Council meeting the real estate purchase agreement and requisite bill for an ordinance authorizing the sale of the property. The conditions for sale are as follows:

- A. The purchase price shall be \$50,000.00
- B. The property will be sold "AS IS, WHERE IS." All warranties, expressed or implied, including fitness for purpose of use are hereby waived by buyer.
- B. The City will impose a deed restriction on the property that will require the buyer to maintain the historical structure for a minimum period of 30 years from the date of purchase.

C. The Buyer will rehabilitate the historic elements of the structure according to the Secretary of the Interior's Standards for Rehabilitation.

D. The Buyer will provide the City with the Right of First Refusal, in the event that Buyer subsequently sales the property within X years from the date of purchase.

D. The City will not furnish title insurance.

E. The City will arrange for the quit claim deed to be executed by the Mayor and recorded upon confirming that the City has received full purchase.

G. Buyer must execute any other documents necessary to consummate the sale as provided herein.

FINANCIAL IMPACT

If this motion is approved, the City will set the price of the property at \$50,000.

LIST OF ATTACHMENTS

None

Parcel Map



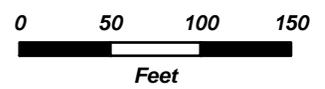
City of Englewood, Colorado

Depot Property Parcel Map

0.490 Acres



Revised: 29 Feb 2012



**MEMORANDUM**

TO: Mayor Penn
Englewood City Council Members

FROM: Dan Brotzman, City Attorney ✓

DATE: February 22, 2012

REGARDING: Title 5 EMC.

The following modifications have been made from the comments and discussion at the February 21st Study Session. They are as follows:

- A definition for Direct Measurement has been added.

CC: Gary Sears
John Collins
Mike Pattarozzi
Lance Smith
Alan White
Frank Gryglewicz
Kerry Bush

DB/nf

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2012 _____

COUNCIL BILL NO. 15
 INTRODUCED BY COUNCIL
 MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3D, SECTIONS 3 AND 19, OF THE ENGLEWOOD MUNICIPAL CODE 2000 WHICH PERTAINS TO MEDICAL MARIJUANA AND PRIMARY CARE-GIVERS.

WHEREAS, a Constitutional Amendment and subsequent legislation provided a method for the registration of patients who wish to use Medical Marijuana and their Primary Care-Givers; and

WHEREAS, the City further wishes to protect and balance the reasonable and lawful rights of patients and Primary Care-Givers with the protection, health, safety and welfare of the people of the City through prevention and mitigation of deleterious and negative secondary effects that may occur or are likely to occur from the presence of Medical Marijuana in the City of Englewood, Colorado; and

WHEREAS, the sale or distribution of Medical Marijuana may be a taxable transaction in accordance with state and local law; and

WHEREAS, federal and state laws are binding upon home rule municipalities. However, neither this Article nor its adoption, implementation, or enforcement shall be construed as an intent of the City, its elected officials, its employees or contractors or Authority members to violate federal law, including but not limited to, the Controlled Substances Act of 1970, as amended, nor shall such adoption, implementation or enforcement be construed as acquiescence or conspiracy by the City, its elected officials, appointed Authority members, contractors, or its employees to violate such federal and state law;

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

Section 1 The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 3D, by the addition of a new Section 19, of the Englewood Municipal Code 2000, to read as follows:

5-3D-19: Regulations related to Medical Marijuana Primary Care-Givers.

A. Care-Givers subject to taxation under 4-4-4-1(A) EMC shall be subject to the following regulations:

1. Zoning. The cultivation, sale or distribution of Medical Marijuana shall not be allowed as a Home Occupation in the R-1-A District under Title 16 EMC.
2. Distance restrictions in or out of City limits.
 - (a) Medical Marijuana shall not be cultivated, manufactured or sold within two thousand feet (2,000') of a school, an alcohol or drug treatment facility, or the principal campus of a college, university, seminary, or a residential child care facility or within two thousand five hundred feet (2,500') of an existing licensed Medical Marijuana Center, Medical Marijuana-Infused Products Manufacturer or Medical Marijuana Optional Premises Cultivation Operation.
 - (b) The distances referred to in this Title are to be computed by direct measurement from the nearest property line of the land used for a school, or campus or other to the nearest portion of the building in which Medical Marijuana is to be sold, cultivated or infused, using a route of direct pedestrian access.
3. Any cultivation, of Medical Marijuana plants shall be limited within the premises:
 - (a) A secure, defined, contiguous one hundred fifty (150) square foot area.
4. It shall be unlawful to cultivate, or permit to be cultivated, more than the following maximum number of Medical Marijuana plants:
 - (a) Six (6) Medical Marijuana plants with three (3) or fewer being mature, flowering plants that are producing a useable form of marijuana for each Patient of the Primary Care-Giver; or
 - (b) The aggregate maximum number of Medical Marijuana plants necessary to alleviate the Primary Care-Giver's Patients' chronic or debilitating disease(s) or medical condition(s) as evidenced by the patients' physicians' written medical professional opinion(s).
 - (c) In no event shall the maximum number of Medical Marijuana plants within a Primary Care-Giver's premises exceed thirty (30) Medical Marijuana plants regardless of size or stage or growth.
5. The facilities for the cultivation, of Medical Marijuana plants shall meet the requirements of all adopted City of Englewood building and safety codes including but not limited to Electrical, Building, Residential, Property Maintenance and Fire Codes.
6. Comply with all applicable sales tax licensing and reporting requirements set forth in the applicable provisions of the Englewood Municipal Code 2000.
7. Records to be kept for compliance verification. The licensing requirements set forth in this Englewood Municipal Code 2000, the Englewood Home Rule Charter and in the Colorado Medical Marijuana Code shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other Federal, State or local law or regulations.

8. A Primary Care-Giver shall provide the registry identification card number of each of his/her patients to employees and contractors of the City, State or Federal and to law enforcement agencies, upon inquiry in the course of their official duties while investigating compliance with the requirements of this Article. Records should include, but are not limited to:

(a) The quantity of Medical Marijuana dispensed in each transaction.

(b) The type and source of Medical Marijuana dispensed.

(c) The total amount paid by the patient for the transaction for all goods and services provided.

(d) Confirmation that the licensee confirmed the identity of the patient receiving the Medical Marijuana with valid photo identification.

(e) The date and time dispensed.

9. To the extent required by law, documentation that evidences the name, address, or other information of a Patient or Primary Care-Giver including but not limited to, applications, permits and correspondence, shall be maintained by the City as confidential. No person shall be permitted to gain access to such confidential documentation except for authorized employees and contractors of the City in the course of their official duties and authorized employees of the Federal, State or City law enforcement agencies.

B. Primary Care-Givers subject to taxation shall also comply with the provisions of 7-6D-12 EMC.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 3D, Section 3, of the Englewood Municipal Code 2000, to read as follows:

5-3D-3: Definitions.

Any word or term used that is defined in Article XVIII, Section 14 (1)(f) of the Colorado Constitution; in § 25-1.5-101 et.seq. C.R.S. or in the Colorado Medical Marijuana Code, § 12-43.3-101 et.seq. C.R.S. shall have the same meaning that is ascribed to such word or term in those Constitutional provisions or C.R.S. sections unless the definition is amended by this section.

Direct Measurement: means a straight line from the nearest property line of the school or campus to the nearest portion of the building used for medical marijuana.

Good Cause: for purposes of refusing or denying a license renewal, reinstatement, or initial license issuance means:

1. The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of Article 43.3 of Title 12 C.R.S., and rules promulgated pursuant to this Title, or any supplemental local law, rules, or regulations;
2. The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license pursuant to an order of the State or Local Licensing Authority;

3. The licensed premises have been operated in a manner that adversely affects the public health, welfare or the safety of the immediate neighborhood in which the establishment is located.

License: means to grant a license or registration pursuant to this Title.

Licensed Premises: means the premises specified in an application for a license under this Title, which are owned or in possession of the licensee and within which the licensee is authorized to cultivate, manufacture, distribute, or sell Medical Marijuana in accordance with the provisions of Article 43.3 of Title 12 C.R.S.

Licensee: means a person licensed or registered pursuant to Article 43.3 of Title 12 C.R.S. and this Title.

Local Licensing Authority: means the Englewood Local Liquor and Medical Marijuana Licensing Authority.

Local Licensing Official: means the Director of Finance and Administrative Services or designee.

Location: means a particular parcel of land that may be identified by an address or other descriptive means.

Medical Marijuana: means Marijuana that is grown and/or sold pursuant to the provisions of § 106 of Article 1.5 of Title 12 C.R.S.; Article 43.3 of Title 12 C.R.S. and for a purpose authorized by Section 14 of Article XVIII of the State Constitution.

Medical Marijuana Center: means a person licensed pursuant to Article 43.3 of Title 12 C.R.S. to operate a business as described in Article 43.3 of Title 12 C.R.S. that sells Medical Marijuana to registered patients or Primary Care-Givers as defined in Section 14 of Article XVIII of the State Constitution, but is not a Primary Care-Giver.

Medical Marijuana-Infused Product: means a product infused with Medical Marijuana that is intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, and tinctures. These products, when manufactured or sold by a licensed Medical Marijuana Center or a Medical Marijuana-Infused Product Manufacturer, shall not be considered a food or drug for the purposes of the "Colorado Food and Drug Act", Part 4 of Article 5 of Title 25, C.R.S.

Medical Marijuana-Infused Product Manufacturer: A person licensed pursuant to Article 43.3 of Title 12 C.R.S. to operate a business as described in Article 43.3 of Title 12 C.R.S.

Medical Marijuana Optional Premises Cultivation Operation: means the premises specified in an application for a Medical Marijuana Center License with related growing facilities in Colorado for which the Licensee is authorized to grow and cultivate Marijuana for a purpose authorized by Section 14 of Article XVIII of the State Constitution.

Multi-Tenant Building: A building that is or can be occupied by more than one tenant.

Patient: a person who meets the definition of patient under Article XVIII, Section 14 (1)(d) of the Colorado Constitution and applicable law or regulation.

Person: means a natural person, partnership, association, company, corporation, limited liability company, or organization, or a manager, agent, owner, director, servant, officer, or employee thereof.

Premises: means a distinct and definite location, which may include a building, a part of a building, a room, or any other definite contiguous area.

Primary Care-Giver: In addition to the definitions set forth in Section 14(1) (f) of Article XVIII of the State Constitution, as used in Article 43.3 of Title 12 C.R.S., unless the context otherwise requires, "Primary Care-Giver" means a natural person, or as may be more fully defined in any applicable Federal or State law or regulation.

School: means a public or private preschool or a public or private elementary, middle, junior high, or high school, college or campus of a college.

Smoking: means the burning of a lighted cigarette, cigar, pipe, or any other matter or substance that contains tobacco or Medical Marijuana as defined by Article 43.3 of Title 12 C.R.S.

State Licensing Authority: means the Authority created for the purpose of regulating and controlling the Licensing of the cultivation, manufacture, distribution, and sale of Medical Marijuana in this State, pursuant to Article 43.3 of Title 12 C.R.S.

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

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

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

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

Section 8. Medical Marijuana Care-Givers, subject to sales tax, currently legally in existence in any zone district as of the effective date of this Ordinance shall be grandfathered and shall be considered a legal use for purposes of the Zoning Ordinance.

Section 9. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

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

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

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

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 5th day of March, 2012.

Loucrishia A. Ellis

**MEMORANDUM**

TO: Mayor Penn
Englewood City Council Members

FROM: Dan Brotzman, City Attorney ✓

DATE: February 22, 2012

REGARDING: Title 7 EMC.

The following modifications have been made from the comments and discussion at the February 21st Study Session. They are as follows:

- A new Paragraph E has been added concerning marijuana in motor vehicles. This provision mirrors Englewood's open container law. In conjunction with that paragraph a new definition for passenger area has also been added.
- Ventilation/Filtration – The International Property Maintenance Code previously adopted by the City addresses this issue and may be enforced by the Building Department.

CC: Gary Sears
John Collins
Mike Pattarozzi
Lance Smith
Alan White
Frank Gryglewicz
Kerry Bush

DB/nf

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2012

COUNCIL BILL NO. 16
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AMENDING TITLE 7, CHAPTER 6D, SECTION 12, OF THE ENGLEWOOD MUNICIPAL CODE 2000 WHICH PERTAINS TO MEDICAL MARIJUANA.

WHEREAS, a Constitutional Amendment and subsequent legislation provided a method for the registration of patients and responsibilities regarding cultivation or production of Medical Marijuana; and

WHEREAS, the City further wishes to protect and balance the reasonable and lawful rights of Patients and Primary Care-Givers with the protection, health, safety and welfare of the people of the City through prevention and mitigation of deleterious and negative secondary effects that may occur or are likely to occur from the presence of Medical Marijuana in the City of Englewood, Colorado; and

WHEREAS, federal and state laws are binding upon home rule municipalities. However, neither this Article nor its adoption, implementation, or enforcement shall be construed as an intent of the City, its elected officials, its employees or contractors or Authority members to violate federal law, including but not limited to, the Controlled Substances Act of 1970, as amended, nor shall such adoption, implementation or enforcement be construed as acquiescence or conspiracy by the City, its elected officials, appointed Authority members, contractors, or its employees to violate such federal and state law;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 7, Chapter 6D, Section 12, of the Englewood Municipal Code 2000, to read as follows:

7-6D-12: Possession of Marijuana Prohibited.

A. Definitions.

Any word or term used that is defined in Article XVIII, Section 14 (1)(f) of the Colorado Constitution; in § 25-1.5-101 et.seq. C.R.S. or in the Colorado Medical Marijuana Code, § 12-43.3-101 et.seq. C.R.S. shall have the same meaning that is ascribed to such word or term in those Constitutional provisions or C.R.S. sections unless the definition is amended by this section.

Consumption or Use of Marijuana: Shall be deemed possession thereof.

Marihuana or Marijuana: All parts of the plant cannabis sativa L., whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin. It does not include fiber produced from the stalks, oil or cake made from the seeds of the plant, or sterilized seed of the plant which is incapable of germination, if these items exist apart from any other item defined as "marijuana" herein. "Marijuana" does not include marijuana concentrate as defined below.

Marijuana Concentrate: Hashish, tetrahydrocannabinols, or any alkaloid, salt, derivative, preparation, compound or mixture, whether natural or synthesized, of tetrahydrocannabinols.

Medical Marijuana: means Marijuana that is grown and sold pursuant to the provisions of § 106 of Article 1.5 of Title 12 C.R.S.; Article 43.3 of Title 12 C.R.S. and for a purpose authorized by Section 14 of Article XVIII of the State Constitution.

Passenger area: means the area designed to seat the driver and passengers while a motor vehicle is in operation and any area that is readily accessible to the driver or a passenger while in his or her seating position, including, but not limited to, the glove compartment.

B. It is unlawful for any person to possess one ounce or less of marijuana, except in accordance with Section 14 of Article XVIII of the Colorado Constitution.

C. Restrictions on locations for cultivating Marijuana.

1. It shall be unlawful to cultivate Marijuana in an outdoor area or an accessory structure including but not limited to outdoor gardens, greenhouses, sheds or storage units;
2. It shall be unlawful to cultivate Marijuana within a garage, whether attached or detached, or other structure designed or intended for the keeping or storage of vehicles, equipment or goods;
3. It shall be unlawful to permit Marijuana plants to be perceptible from the exterior of any structure, including but not limited to:
 - (a) Common visual observation of Marijuana.
 - (b) Odors, smells, fragrances, or other olfactory stimulus generated by the cultivation, production, possession or processing of Marijuana plants that disturbs the repose of another.
 - (c) Light pollution, glare, or brightness of artificial illumination associated with the cultivation, of Marijuana plants that disturbs the repose of another.
 - (d) Noise from fans in excess of the limits set in Section 6-2-5(F) EMC, as amended.

4. It shall be unlawful to cultivate Medical Marijuana in the common areas of residential property;

D. It shall be unlawful to cultivate or permit to be cultivated, more than the following maximum number of Medical Marijuana plants:

1. Six (6) Medical Marijuana plants with three (3) or fewer being mature, flowering plants that are producing a useable form of marijuana for each Patient of the premises;
or

2. The maximum number of Medical Marijuana plants necessary to alleviate the patient's (or patients') chronic debilitating disease(s) or medical condition(s) as evidenced by the patient's (or patients') physician's written professional opinion or recommendation.

E. Concerning Marijuana in Motor Vehicles:

1. A person while in the passenger area of a motor vehicle that is on a public street, highway or public right-of-way may not have Marijuana in his or her possession.

2. The provisions of this Section (E) shall not apply to:

(a) Passengers, other than the driver or a front seat passenger, located in the passenger area of a motor vehicle designed, maintained or used primarily for the transportation of persons for compensation.

(b) Marijuana possession by a passenger, other than the driver or front seat passenger, in the living quarters of a house coach, house trailer, motor home, as defined in C.R.S. §42-1-102(57), or trailer coach, as defined in C.R.S. §42-1-102(106)(a).

(c) The possession of Marijuana in the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

(d) The possession of Marijuana in an area not normally occupied by the driver of a passenger in a motor vehicle that is not equipped with a trunk.

E.F. The maximum punishment that can be imposed for violation of this Section is as is set forth in Section 1-4-1 of this Code. However, in imposing punishment on minors for violation of this Section, the Court is limited to the restrictions of subsection 1-4-1(B) of this Code.

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

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

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

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

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

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

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

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

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 5th day of March, 2012.

Loucrishia A. Ellis