

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, March 3, 2014
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 18, 2014.
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. An email from Tom Kelly announcing his resignation from the Public Library Board.

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. 11 – Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing an Intergovernmental Agreement with the Regional Transportation District for cost sharing for operation of the “Art” shuttle for 2014. **Staff Source: Harold J. Stitt, Senior Planner.**
 - ii. Council Bill No. 12 – Recommendation from the Police Department to adopt a bill for an ordinance approving a memorandum of understanding with the Colorado Internet Crimes Against Children Task Force. **Staff Source: Sam Watson, Commander.**
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 8, approving a memorandum of understanding with the East Metro Auto Theft Team authorizing Englewood’s participation in a multi-agency law enforcement task force.
 - ii. Council Bill No. 9, authorizing the application for, and acceptance of, Victim Assistance Law Enforcement (VALE) grant funding for 2014 in the amount of \$19,435.82.
 - iii. Council Bill No.10, approving the acceptance of funds from the U.S. Department of Justice - Office of Justice Programs - Bulletproof Vest Partnership/Body Armor Safety Initiative to assist Police Department in the purchase of bulletproof vests.
 - c. Resolutions and Motions.
 - i. Recommendation from the Finance and Administrative Services Department to approve a resolution authorizing a transfer and supplemental appropriation of funds for the River Run Project in the total amount of \$100,000. **Staff Source: Frank Grylewicz, Director of Finance and Administrative Services.**
 - ii. Recommendation from the Public Works Department and Parks and Recreation Department to approve, by motion, a Ford 550 Truck with Chipper Body. Staff recommends purchasing the truck through a state award in the amount of \$77,613. **Staff Sources: Pat White, Fleet Manager and Dave Lee, Open Space Manager.**
 - iii. Recommendation from the Utilities Department to approve, by motion, a letter requested by the Colorado Water Conservation Board regarding the Englewood Water Conservation Plan. **Staff Source: Stewart H. Fonda, Director of Utilities**
10. Public Hearing Items. (None Scheduled.)

11. Ordinances, Resolutions and Motions

a. Approval of Ordinances on First Reading.

- i. Council Bill No. 13 – Recommendation by the Community Development Department to adopt a bill for an ordinance approving an Intergovernmental Agreement with Denver Regional Council of Governments regarding the licensing of the 2014 Denver Regional Aerial Photography Project. **Staff Source: John Voboril, Planner.**

b. Approval of Ordinances on Second Reading.

- i. Council Bill No. 60, authorizing amendments to Title 16: Unified Development Code regarding Home Occupations.

c. Resolutions and Motions.

- i. Recommendation from the Utilities Department to approve, by motion, the purchase of a rubber-tired wheel loader/backhoe. Staff recommends awarding the contract to Honnen Equipment, the lowest acceptable bidder, in the amount of \$131,555.00. **Staff Source: Stewart H. Fonda, Director of Utilities**
- ii. Recommendation from the Utilities Department to approve, by motion, the proposal by the Allen Water Filtration Plant residuals and removal to Secure On-Site Services USA in the amount of \$174,635.06 for the disposal of 750 cubic yards of production. **Staff Source: Stewart H. Fonda, Director of Utilities.**

12. General Discussion.

a. Mayor's Choice.

b. Council Members' Choice.

- i. Council Bill No. 14, an emergency ordinance creating a moratorium on the establishment of any new medical marijuana business which manufactures or cultivates medical marijuana.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment.

Subject: FW: Board stuff

From: Tom Kelly [
Sent: Tuesday, February 11, 2014 12:30 PM
To: Deb Parker
Subject: RE: Board stuff

Hi Deb,

I am resigning my library board position. Tell the board it has been fun working with them the last couple of years.

Cheers,

Tom Kelly

COUNCIL COMMUNICATION

Date: March 3, 2014	Agenda Item: 9 a i	Subject: IGA for Art Shuttle Cost Sharing
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, Ordinance 5, Series of 2011, by Ordinance 9, Series of 2012, and by Ordinance 3, Series of 2013. 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, by Motion on March 5, 2012, and by Motion on February 4, 2013.

RECOMMENDED ACTION

Staff recommends Council adopt a Bill for an Ordinance authorizing an Intergovernmental Agreement between the City of Englewood and the Regional Transportation District (RTD) for cost sharing for operation of the art shuttle for 2014.

BACKGROUND AND ANALYSIS

This IGA with RTD is for the operation of the art shuttle for calendar year 2014. Under this agreement, the shuttle will continue to provide the current level of service operating every 15 minutes, Monday through Friday, 6:30 AM to 6:30 PM. RTD will reimburse the City 100% of all net operating costs as set forth in Exhibit B of the IGA. Net operating expenses exclude administrative costs, marketing and promotional materials cost. As with prior agreements, the City will also provide fuel to eliminate state and federal gasoline taxes, reducing fuel costs. The City will reimburse RTD an amount equal to the local fares that would have been collected had the shuttle operated as a fare service rather than free service. The amount of the compensation was determined through a survey of riders conducted in October 2013. The survey results indicated the number of riders that did not have a bus pass or transfer and would be subject to the standard, reduced senior or student fare. For calendar year 2014, the lost fare amount equals \$59,838.

FINANCIAL IMPACT

RTD will reimburse the City for all contract and fuel costs less the lost fare amount. For the contract period this lost fare amount is \$59,838 and is included in the approved 2014 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

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 11
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT ENTITLED “FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES” (ENGLEWOOD ART SHUTTLE) 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 Englewood City Council approved an Intergovernmental Agreement between RTD and the City of Englewood for funding of the Englewood Circulator Shuttle for January 1, 2012 through December 31, 2012 by the passage of Ordinance No. 9, Series of 2012; 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, 2013 through December 31, 2013 by the passage of Ordinance No. 1, Series of 2013; 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 passage of this proposed Ordinance will provide the same level of service for the calendar year 2014;

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 "Funding Agreement for RTD Funding of Local Transportation Services" (Englewood Art Shuttle) 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 3rd day of March, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of March, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of March, 2014 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 3rd day of March, 2014.

Loucrishia A. Ellis

**FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
(ENGLEWOOD art SHUTTLE)**

This Funding Agreement for RTD Funding of Local Transportation Services (Englewood art Shuttle) (“Agreement”) is made this _____ day of _____, 2014, 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.*, (“RTD”) and the City of Englewood, Colorado, a Colorado home rule city (“Local Entity”). The Local Entity and RTD may also be referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, *et seq.* (the “RTD Act”), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.
- B. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203 *et seq.*, both RTD and the Local Entity may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- C. RTD currently operates a variety of fixed-route bus, light rail, and other transit services in and around the Local Entity.
- D. The Parties agree that the transit services described in Exhibit A (“Services”) provide mobility and access to the business and residential areas in and around the Local Entity.
- E. RTD wishes to financially contribute to the provision of the Services according to the terms and conditions as agreed by the Parties, as set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. GENERAL.

- A. **Exhibits.** The following exhibits are attached and incorporated into this Agreement by this reference:

- Exhibit A:** Description of the Services
- Exhibit B:** Description of the RTD Funding
- Exhibit C:** Communication and Notices – Contacts

Exhibit D: Special Provisions

- B. Recitals.** The recitals set forth above are incorporated herein by this reference.
- C. Scope.** The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.

- 2. OPERATIONS, MANAGEMENT AND CONTROL OF THE SERVICES.** The Local Entity shall continue to manage and operate, either directly or through its designated agent(s), the Services. The Local Entity and/or its designated agent(s) shall be solely responsible for all operations, management, marketing, administration, and Services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the Services. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services. The Local Entity shall operate the Services in compliance with all applicable laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, "Laws"), and the Local Entity shall be solely responsible for compliance with all applicable Laws. Notwithstanding RTD's right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if the Local Entity ceases to provide the Services.
- 3. SERVICES.** The hours, frequency, routes and schedule of the Services ("Operating Parameters") shall be as shown on **Exhibit A**. No changes shall be made to the Operating Parameters during the term of this Agreement without the written agreement of both Parties, or if changes are made to the Operating Parameters without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement without any notice. In the event that RTD terminates this Agreement in accordance with this Section 3, RTD will not provide any funding for Services outside the Operating Parameters.
- 4. RTD FUNDING.** In partial support of the Services, RTD will reimburse the Local Entity for the Net Cost of the Services up to the amount and for the term set out in **Exhibit B** ("RTD Funding"). RTD Funding does not include any additional operating costs for services in excess of the Operating Parameters as set out in Exhibit A, including any special events and holidays. Under no circumstances will RTD be obligated to pay more than the RTD Funding.

5. INVOICING AND PAYMENT.

- A.** The Local Entity will submit an invoice to RTD on a monthly basis for payment of the RTD Funding. Unless otherwise agreed by the Parties, the invoice shall include an itemized list of reimbursable operating expenses and a summary of service hours, mileage, passenger boardings, and any other information that RTD otherwise reasonably requests.
- B.** RTD will pay all approved invoices within thirty calendar (30) days after RTD has received the invoice. If RTD does not approve an invoice from the Local Entity, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

6. RECORDS. The Local Entity, or its designated agent, will maintain full and complete financial records for the provision of the Services. Such records shall include any financial information to support and document the operating costs and revenues relating to the Services and any other financial information specifically requested by RTD. The Local Entity, or its designated agent, shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement. If applicable, 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.

7. MARKETING.

- A.** The Services will not be designated, marketed, or promoted as an RTD-branded service, except that the Local Entity shall allow RTD to display an appropriate RTD logo stating that the Services are “in partnership with RTD” on all vehicles used to furnish the Services and financially supported in part by RTD through this Agreement.
- B.** The Local Entity and/or its designated agent(s) will market the Services, and such marketing will include but is not limited to developing a marketing plan and implementing the plan. A marketing plan may include the following elements: advertising, public relations, collateral materials, websites, coordination with other transportation programs, outreach, and training. RTD will have the opportunity to review and approve any marketing materials for the Services.

8. SERVICE MONITORING. RTD reserves the right, in its sole discretion, to set and to assess the performance expectations of the Services. If RTD determines that the RTD Funding is not warranted in accordance with RTD’s performance expectations, RTD shall notify the Local Entity as soon as practicable.

9. LIABILITY AND INSURANCE.

- A. The Parties agree that RTD shall have no liability to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by the Local Entity, and the Local Entity shall have no liability to third parties arising out of the operations or management of any RTD services. This provision shall survive termination of this Agreement.
- B. The Local Entity and/or its designated agent(s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any operations of the Services.
- C. Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, 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 section or elsewhere in this Agreement shall be construed as an express or implied waiver by either Party of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party 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.*

10. GENERAL PROVISIONS.

- A. **Available Funding.** 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, as set out in **Exhibit B**, have been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. If the Parties intend to provide RTD Funding for future years, Exhibit B must be amended in accordance with Section 10.D. Nothing herein obligates RTD to budget, authorize or appropriate funds for any future fiscal year.
- B. **Other Sources of Funding.** Nothing in this Agreement will prevent the Local Entity from collecting contributions or fees from entities other than RTD to help defray any unreimbursed costs of providing the Service, except that RTD shall not be a party to any such arrangement.
- C. **Merger.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or

negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the Parties, except as stated herein

- D. Amendment.** No amendment to this Agreement shall be made or deemed to have been made unless in writing executed and delivered by the Party to be bound thereby.
- E. Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.
- F. Communication and Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the following addresses specified on **Exhibit C**. The addresses or contacts may be changed by the Parties by written notice to the other Party.
- G. Term and Termination.** This Agreement shall be deemed to have commenced on January 1, 2014 and shall remain in effect until terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on sixty (60) calendar days' written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates RTD to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.
- H. Amendment.** The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.
- I. Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

- J. No Effect on RTD Rights or Authority.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. seq.*
- K. Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.
- L. Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.
- M. Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of the Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.
- N. Waiver.** 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.
- O. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.
- P. Changes in Law.** This Agreement is subject to such modifications as may be required by changes in City, state 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.
- Q. Status of Parties.**
- (1) 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 the Parties. 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, nor understanding except as expressly set forth in this Agreement.

- (2) The Local Entity 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. The Local Entity acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the Local Entity or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The Local Entity shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

R. Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

S. Counterparts. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures shall constitute original signatures.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION
DISTRICT

CITY OF ENGLEWOOD

By: _____
Phillip A. Washington
General Manager

By: _____
Randy P. Penn
Mayor

ATTEST:

Loucrishia A. Ellis
City Clerk

Approved as to legal form for RTD:

Rolf G. Asphaug
Deputy General Counsel

Exhibit C
Communication and Notices – Contacts

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

Exhibit D
Special Provisions

DRUG AND ALCOHOL TESTING PROGRAM. The Local Entity shall require its contractor providing the Services 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 Local Entity further agrees 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 Local Entity will 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.

COUNCIL COMMUNICATION

Date: March 3, 2014	Agenda Item: 9 a ii	Subject: Intergovernmental Agreement – Colorado Internet Crimes Against Children Task Force
Initiated By: Police Department	Staff Source: Commander Sam Watson	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council previously passed Ordinance No. 58 (Series of 2008), which authorized our participation in the Internet Crimes Against Children Regional Task Force.

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance authorizing a Memorandum of Understanding with the Colorado Internet Crimes Against Children Task Force (COICAC).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Colorado Internet Crimes Against Children (COICAC) Task Force program has been established to assist state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography investigations. This support encompasses investigative, prosecutorial and forensic components, training and technical assistance, victim services, prevention and community education.

The COICAC Task Force is partially funded by a grant from the Department of Justice/Office of Juvenile Justice and Delinquency Prevention and grant funds may be provided for training, equipment and investigations. The City of Colorado Springs Police Department is the grant holder and lead task force agency.

As part of our participation in the COICAC Task Force, we have been awarded a grant of \$6,200 which would be used to purchase a laptop computer and “Cellbrite” software which is used for forensic inspections of cell phones.

FINANCIAL IMPACT

There is no cost to participate in COICAC.

We have been approved to receive a grant award of \$6,200.

LIST OF ATTACHMENTS

Grant award documentation
Proposed Bill for an Ordinance

Joseph Fowler

From: Van Kampen, Janet
Sent: Friday, February 07, 2014 12:47 PM
To: Joseph Fowler
Cc: Van Kampen, Janet
Subject: ICAC Grant Funds Request

Dear Officer Fowler,

Thanks for submitting your request. We apologize for the rush; however, due to circumstances beyond our control, we were left with a very short time frame for awarding (and spending) the funds this grant cycle. There were many great requests, and we appreciate that you are trying to provide the best investigative resources to protect the children in our communities. The total funds requested by affiliates this cycle exceeded our available dollars by more than \$120,000, so we are unable to approve the total amount requested by each agency. There were several criteria used to assist in the decision making process, including how much funding was awarded to each agency last grant cycle, as well as each agency's reported statistics.

For those requesting upgrades for Cellebrite, we received numerous requests to upgrade Cellebrite units, totaling over \$60,000. Our Computer Forensics Detectives researched the Cellebrite situation and determined that current units should function through October 2014, when updates will cease. The units will still function; they just won't keep up with features on the newer devices. Support for the current Cellebrite units will be available through June 2015. Our plan is to budget more dollars to meet these (and other anticipated Cellebrite) requests in the next funding cycle, which we've been told should occur this fall.

After careful deliberation, we have earmarked \$6,200 for the Englewood Police Department. If you did not submit your original request to us on the **ICAC GRANT EXPENDITURE REQUEST** form, please do so at this time. **If you did use the form and your request has not changed, please just respond to this email, indicating there are no changes.**

Below is a listing of the approved items. If we disapproved an item that you want to prioritize, you may resubmit the form, substituting the prioritized item instead of an approved item(s), as long as your total funding request remains at or below \$6,200 and the prioritized item falls within the scope of the grant. If you have questions, contact Janet Van Kampen at vankamja@ci.colospgs.us or 719-444-7560.

THE FOLLOWING ITEMS HAVE BEEN APPROVED:

Equipment	Software/ License/ Supply	Total Award
\$700	\$5,500	\$6,200
Laptop w/Windows 7	Cellebrite PC Logical Software (\$4,500) 1 yr SMS license (\$1,000)	

Remember, the sooner you get the form back to us, the sooner we can release funding to you. Please remember the funds must be spent by May 16, 2014.

Thank you!

Janet

Janet Van Kampen|Program Coordinator

Internet Crimes Against Children Task Force

Colorado Springs Police Department

705 South Nevada Avenue|Colorado Springs, CO 80903

719.444.7560

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 12
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "COLORADO INTERNET CRIMES AGAINST CHILDREN TASK FORCE MEMORANDUM OF UNDERSTANDING (MOU)" BETWEEN THE CITY OF COLORADO SPRINGS AND MEMBER PARTIES INCLUDING THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, governments have the authority to join in agreements to fight these crimes pursuant to the Colorado Constitution, Article XX, Section 6; Colorado Constitution Article XIV, Section 18; Section 29-1-203 C.R.S., Title IV of the federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended; and

WHEREAS, the mission of the Task Force shall be to: share intelligence gathered by the parties relating to internet crimes committed against children; make inter-jurisdictional arrests of suspects; conduct training; provide public education on internet safety and preventive measures; conduct joint open and undercover investigations pertaining to internet crimes against children; and

WHEREAS, internet crime against children is an ongoing problem in the City and State as well as around the world; and

WHEREAS, The Colorado Internet Crimes Against Children (COICAC) Task Force has been established to assist state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography investigations; and

WHEREAS, The Colorado ICAC Task Force is governed by the National ICAC Operational and Investigative Standards (standard operating procedures), the Colorado Revised Statutes and each Agency's policies and procedures or guidelines; and

WHEREAS, the Colorado Internet Crimes Against Children Task Force is partially funded by a grant from the Department of Justice/Office of Juvenile Justice and Delinquency Prevention to provide grant funds for training, equipment, and investigations; and

WHEREAS, City Council approved and authorized an Intergovernmental Agreement for the Internet Crimes Against Children Regional Task Force by the passage of Ordinance No. 63, Series of 2007; and

WHEREAS, City Council approved and authorized an "Intergovernmental Agreement For The Internet Crimes Against Children Regional Task Force" by the passage or Ordinance No. 58, Series of 2008; and

WHEREAS, by the passage of this ordinance the Englewood City Council authorizes the City of Englewood's participation in the "Colorado Internet Crimes Against Children Task Force Memorandum of Understanding (MOU) and acceptance of any Grant funding awarded to the Englewood.

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

Section 1. The Intergovernmental Agreement For The Colorado Internet Crimes Against Children Task Force Memorandum of Understanding (MOU), attached hereto as Attachment 1, is hereby accepted and approved by the Englewood City Council.

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

Section 3. The Colorado Internet Crimes Against Children Task Force is partially funded by a grant from the Department of Justice/Office of Juvenile Justice and Delinquency Prevention to provide grant funds for training, equipment, and investigations

Introduced, read in full, and passed on first reading on the 3rd day of March, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of March, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of March, 2014 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 3rd day of March, 2014.

Loucrishia A. Ellis

**COLORADO INTERNET CRIMES AGAINST CHILDREN TASK FORCE
MEMORANDUM OF UNDERSTANDING (MOU)**

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MISSION

The Internet Crimes Against Children (ICAC) Task Force program has been established to assist state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography investigations. This support encompasses investigative, prosecutorial and forensic components, training and technical assistance, victim services, prevention and community education.

COLORADO ICAC TASK FORCE

The Colorado Internet Crimes Against Children (COICAC) Task Force is committed to the protection of children. The COICAC Task Force is partially funded by a grant from the Department of Justice/Office of Juvenile Justice and Delinquency Prevention and grant funds may be provided for training, equipment and investigations. The City of Colorado Springs Police Department (hereinafter referred to as the "City") is the grant holder and lead task force agency. All participating agencies, defined as Affiliate Agencies (hereinafter referred to as "Agency"), acknowledge that the Colorado ICAC Task Force is governed by the National ICAC Operational and Investigative Standards (standard operating procedures), the Colorado Revised Statutes and each Agency's policies and procedures or guidelines. Each Agency will adhere to these minimum standards. This Memorandum of Understanding ("MOU") is not intended to infringe on the ongoing investigations of any Agency.

DIRECTION

The Agency agrees to the following:

1. Adopt and comply with the National ICAC Operational and Investigative Standards ("Exhibit A"); and,
2. Investigate any Cybertips supplied by the National Center for Missing and Exploited Children (NCMEC) that occur in the Agency's jurisdiction and notify the City of the outcome of the investigation; and,
3. Participate in training of Agency Task Force members when Agency resources allow; and,
4. Cooperate in joint or national investigations when Agency resources permit; and,
5. When physically conducting an investigation in another jurisdiction other than the Agency's shall be accompanied by a law enforcement officer of the jurisdiction in which the investigation is occurring; and,
6. Attend COICAC Task Force meetings when Agency resources allow; and,
7. Submit the monthly report by the 10th of each month to the CSPD; and,
8. Deconflict any Internet Protocol address, online identity, suspect information or any critical data involving an ICAC related investigation with a deconfliction tool (RoundUp, ICAC Child Online Protection Service/aka Fairplay, TLO) prior to beginning an investigation and/or executing a search warrant; and,

**COLORADO INTERNET CRIMES AGAINST CHILDREN TASK FORCE
MEMORANDUM OF UNDERSTANDING (MOU)**

9. Appoint one person to serve as the primary point of contact for the Agency; and,
10. Appoint one person to supervise ICAC investigations; and,
11. [AGENCY] is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

This MOU shall be effective on the date the Agency is accepted to the COICAC Task Force and upon execution of the MOU. This MOU shall remain in effect until cancelled by either party upon written notification.

AGENCY NAME	City of Englewood, Colorado
CHIEF EXECUTIVE	Gary Sears, City Manager
ADDRESS	3615 S. Elati St, Englewood, CO 80110
CONTACT NUMBERS	303 762-2393
AGENCY CONTACT	Joseph Fowler
AGENCY SUPERVISOR	Christian Contos

Having read the operational guidelines, I request that my agency become affiliated with the COICAC Task Force and I agree to the MOU terms.

SIGNATURE

Randy P. Penn, Mayor

DATE

COICAC TASK FORCE ADMINISTRATION USE ONLY	
DATE:	STATUS:
COMMENTS:	

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2014

COUNCIL BILL NO. 8
 INTRODUCED BY COUNCIL
 MEMBER OLSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "EAST METRO AUTO THEFT TEAM (EMATT) MEMORANDUM OF UNDERSTANDING FOR PARTICIPATING AGENCIES" BETWEEN THE COLORADO STATE PATROL, THE COUNTIES OF ARAPAHOE AND DOUGLAS AND THE CITIES OF AURORA, COMMERCE CITY AND ENGLEWOOD TO COMBAT AUTO THEFTS AND VEHICLE INSURANCE FRAUD IN THE EAST METRO AREA.

WHEREAS, the City Council of the City of Englewood authorized an Memorandum of Understanding with the Denver Metro Auto Theft Team (DMATT) by the passage of Ordinance No. 32, Series of 2009; and

WHEREAS, the number of auto thefts throughout the East Metro area have increased significantly; and

WHEREAS, it has been recognized that a large number of these thefts are committed by individuals or groups of individuals who are not restricted in any way to committing these offenses within the jurisdiction of a single agency; and

WHEREAS, the East Metro Auto Theft Team (EMATT) is a multi-agency law enforcement team that combines law enforcement resources in order to better identify, investigate, and prosecute perpetrators of motor vehicle theft and related criminal activity; and

WHEREAS, the purpose of the EMATT is to combat auto thefts and vehicle insurance fraud by sharing both personnel and capital resources and by taking an organized approach to investigating these crimes; and

WHEREAS, this Intergovernmental Agreement will formalize the relationship between the participating agencies of the EMATT for policy guidance, planning, training, public relations and media relations in order to maximize inter-agency cooperation; and

WHEREAS, each participating agency agrees that its law enforcement personnel and/or its equipment may be used in conducting overt and covert investigations involving organized or multiple motor vehicles thefts, chop shops and fencing of stolen motor vehicles and/or motor vehicles parts; and

WHEREAS, one Investigator from Englewood Police Department will be assigned to this multi-jurisdictional team to assist in criminal investigations of issues effecting not only Englewood but the entire eastern Denver metropolitan area; and

WHEREAS, the EMATT is funded through Colorado Auto Theft Prevention Authority (CATPA), no federal funds are used; and

WHEREAS this Intergovernmental Agreement provides for the sharing of services or functions by political subdivisions of the State of Colorado, specifically authorized by CRS 29-1-203 (204);

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

Section 1. The Intergovernmental Agreement “Memorandum of Understanding” relating to the East Metro Auto Theft Team, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Chief of the Englewood Police Department is authorized to execute and attest said Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 18th day of February, 2014.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 21st day of February, 2014.

Published as a Bill for an Ordinance on the City’s official website beginning on the 19th day of February, 2014 for thirty (30) days.

Read by title and passed on final reading on the 3rd day of March, 2014.

Published by title in the City’s official newspaper as Ordinance No. ____, Series of 2014, on the 7th day of March, 2014.

Published by title on the City’s official website beginning on the 5th day of March, 2014 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

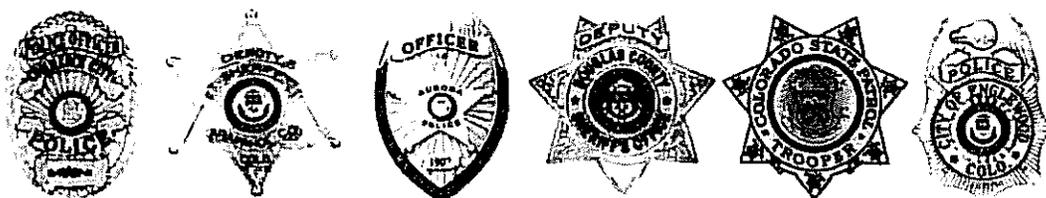
I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2014.

Loucrishia A. Ellis



East Metro Auto Theft Team (EMATT)

MEMORANDUM OF UNDERSTANDING FOR PARTICIPATING AGENCIES



East Metro Auto Theft Team (EMATT)

MEMORANDUM OF UNDERSTANDING

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Statement of Purpose

The purpose of this Memorandum of Understanding is to establish general guidelines for a multi-agency response to the ongoing problem of auto theft and auto theft related crimes. Auto theft is recognized as a multi-jurisdictional problem, and, therefore, a multi-jurisdictional approach focusing on complex auto theft and related crimes is the most appropriate response.

Additionally, the memorandum memorializes the anticipated relationships between the participating agencies with regard to policy, planning, training, public and media relations and operational mandates in an effort to minimize confusion and maximize operational effectiveness.

Mission Statement

The East Metro Auto Theft Team is established in an effort to identify, investigate and prosecute perpetrators of motor vehicle theft and related crimes by means of cooperative engagement, use of available and emerging technology, long-term investigation and critical analysis of complex organizations, and to provide an educational component to both law enforcement and the general public.

Policy Statement

Participating agency members agree that resources supplied by each agency are supplied in order to conduct criminal investigations involving auto theft and auto theft related crimes, including-but not limited to-motor vehicle theft, fraud, chop shops, and the illegal sales of stolen motor vehicles and motor vehicle parts.

The East Metro Auto Theft Team Board of Directors shall adopt appropriate standard operating procedures (S.O.P.'s) for the group. The S.O.P.'s, and any updates thereto, shall be maintained by the board of Directors and in the office of the Project Director so that they are always available to the Participating Agencies. These S.O.P.'s are intended to provide guidelines to give proper guidance to Task Force operations. They are not intended to supersede any of the participating agencies own policies and procedures.

These procedures are intended as guidelines and the Board of Directors may supersede any of the approved S.O.P.'s when, in the sound discretion of the board of Directors and at the request of the Project Director, investigative exigencies arise which require deviation there from. Changes to the S.O.P.'s shall require a majority vote of the Board of Directors to ratify the change. Any recommended changes to the standard operating procedures shall be forwarded through the chain of command and presented to the Board of Directors, if appropriate.

East Metro Auto Theft Team Board of Directors

The East Metro Auto Theft Team will have a Board of Directors. The Board of Directors will consist of a representative or designee from each agency participating in the East Metro Auto Theft Team. A participating agency is defined as any agency that has an individual assigned to the East Metro Auto Theft Team on a full-time basis.

The Board of Directors will be responsible for the following:

1. The Board of Directors will address any issues of mutual concern to the participants of the East Metro Auto Theft Team. This may include budget matters, matters of policy and procedure and other matters.
2. The Board of Directors will meet quarterly to facilitate the accomplishment of East Metro Auto Theft Team goals and communicate on issues of mutual concern. The Project Director will brief the Board of Directors on relevant issues.
3. The Board of Directors will resolve any interagency conflicts that may arise during the operation of this project.
4. A majority of the entire Board shall constitute a quorum. The Board shall transact no business unless a quorum is present. In all matters requiring a vote of the Board of Directors, a simple majority of the quorum present shall prevail. In the case of a tie vote, the Project Director may cast a vote for the purpose of breaking the tie.
5. The Board of Directors will have the final determination on all matters that cannot be resolved by the Project Director.
6. The Board of Directors shall act as the Seizure Board for any monies seized by the East Metro Auto Theft Team. The Board of Directors shall make appropriate decisions regarding the expenditure or utilization of EMATT seizure money.

Project Director

The East Metro Auto Theft Team will have a designated Project Director. The Project Director will be a command officer (Lieutenant or higher) from the Aurora Police Department selected by the Aurora Police Chief.

The Project Director will oversee and coordinate the operation of the East Metro Auto Theft Team on a daily basis. The Project Director will manage all administrative and operational issues including, but not limited to, the budget, grants, personnel,

purchasing and other related issues. The Project Director will facilitate the flow of relevant information to the Board of Directors.

East Metro Auto Theft Team Supervision

At the outset, first line supervision of the East Metro Auto Theft Team will be conducted by an Aurora Police Sergeant. Additional first line supervision, if required by expansion of the team, will be decided by the Board of Directors. No more than one sergeant from any participating agency will be assigned to the team.

Team supervisors are responsible for the day-to-day operations of the project. They are responsible for: supervising project participants, monitoring, directing, coordinating and planning of investigations, case management, personnel training and evaluation, and any other supervisory related function relevant to Team personnel or operations. They will report to the Project Director.

Task Force supervisors will ensure that appropriate reports, forms and documentation will be completed in an accurate and timely fashion. Task Force supervisors and the Project Director will ensure that the policies and procedures adopted by the Board of Directors regarding the operation of East Metro Auto Theft Team will be adhered to by all participating members.

East Metro Auto Theft Team Investigations

All investigations at East Metro Auto Theft Team will be coordinated through the Team Supervisor. Participants are strictly prohibited from conducting investigations without supervisory permission. The Project Director will appropriately forward case information to the Board of Directors during the quarterly Board of Directors meeting. All investigations shall be initiated and conducted pursuant to the adopted standard operating procedures of East Metro Auto Theft Team.

When East Metro Auto Theft Team personnel engage in enforcement action(s), they will notify a supervisor or acting supervisor from that jurisdiction as soon as practicable unless release of that information would jeopardize the case.

When a long-term case, as defined in the East Metro Auto Theft Team SOP, is initiated, the Team supervisor will attempt to assign an officer from the jurisdiction where the investigation is centered as lead case agent when practicable.

Cases investigated by the EMATT may be prosecuted at both the local and State level. The use of any and all methods of investigation including, but not limited to, search and arrest warrants, electronic surveillance and tracking, collection and storage of evidence, and interviewing of suspects, will be consistent with both established State Law and the policies and procedures of participating agencies. Evidence will be maintained and processed by the lead case agent's home agency established policies and procedures.

Intelligence/Staff Meetings

Members assigned to the East Metro Auto Theft Team will participate in weekly staff meetings in order to facilitate coordination and communication of investigative information, to identify ongoing operations with which assistance may be needed, update ongoing operations with regard to progress, problems and potential for success, and to communicate issues or concerns identified by participant's home agencies.

Personnel assigned to the EMATT may utilize report forms and reporting formats required by their respective agency. For reasons of continuity and expedience, the EMATT may, however, develop certain forms to aid in arrest planning, surveillance activity, case tracking and related matters. An officer assigned to the EMATT will not be required to prepare or utilize a Team developed form, if such use is contrary to their agency's policies, practices, or regulations.

All investigative intelligence and information developed within or generated by an agency remains the property of the agency from which it was obtained. Each participating agency will control the dissemination of their information in accordance with the law and that agency's established disclosure policies.

EMATT Facility Security

The East Metro Auto Theft Team shall be housed in the Aurora Police Department District 1 station on the third floor. All participating officers assigned to the EMATT shall be provided with a key card allowing access to secured district stations. All participating officers, while inside any Aurora Police secured facility, shall display credentials in plain view.

Asset Forfeiture

Participants agree that any and all assets forfeited and received by the East Metro Auto Theft Team will be handled in accordance with current state and federal asset forfeiture laws. Utilization of any proceeds will be for the furtherance of the EMATT as deemed appropriate by a majority of the Board of Directors, and the Board of Directors shall act as the Seizure Board for EMATT. Under normal circumstances, Seizure Board business shall be conducted at the regularly scheduled Board of Directors quarterly meetings. EMATT will keep a record of any disbursement or expenditure of seizure monies.

The Project Director is responsible for maintaining records of any seizures and/or disbursements, and these records will be made available to the Board of Directors at quarterly meetings or upon request.

If the Project Director determines that there is an urgent need to expend seizure monies, he/she may contact members of the Board of Directors by phone or by email to receive approval. A permanent record of this communication shall be maintained with EMATT.

Media Information Release Policy

Each participating agency at East Metro Auto Theft Team agrees to abide by the standard operating procedure regarding the release of information to the media. No member of the East Metro Auto Theft Team will release case information to the media without permission from the Project Director (or designee).

The Project Director has primary responsibility for the release of EMATT specific information to the news media and the general public through the Public Information Office of the involved jurisdiction and the Aurora Police Department. All requests for information made to individual agencies for EMATT specific information should be forwarded to the Project Director for review. Any incident or crime scene which results in news media attention will result in the Project Director or on-scene supervisor coordinating with the Public Information Officer for the affected/involved jurisdiction to ensure the appropriate and accurate release of information.

Equipment and Vehicles

Each participating agency is responsible for providing the necessary equipment and vehicle for their member(s) assigned to the East Metro Auto Theft Team. Each agency will be responsible for the security and inventory of its own equipment. Any equipment provided to the East Metro Auto Theft Team for use by the Team will remain the property of the contributing agency, which will be solely responsible for the maintenance, repair and security of said equipment.

Equipment acquired and owned by the task force may be signed out to members of a participating agency on an as-needed basis. Each participating agency agrees to replace or repair East Metro Auto Theft Team equipment if said equipment is lost or damaged through negligence or carelessness while in their employee's possession or custody.

Each participating agency agrees to provide their assigned personnel a vehicle for use while assigned to the Team. Absent specific direction, only personnel from the home vehicle agency are authorized to operate said vehicles. All vehicle expenses, including fuel and maintenance, remain the responsibility of the home agency.

Normally only City of Aurora employees may operate vehicles that are owned or leased by the City of Aurora. Other Team members must receive specific direction from an Aurora Task Force supervisor prior to operating a vehicle owned or leased by the City of Aurora.

Personnel

Participating agencies assigning personnel to East Metro Auto Theft Team are asked to make that person available on a full-time basis. This will allow the EMATT to staff investigations in a predictable, efficient and effective manner.

Any officer assigned to the East Metro Auto Theft Team on a rotational basis primarily as an educational experience (not a full-time assigned position) for the officer will not be subject to reimbursement of EMATT funded overtime. Any overtime worked by a temporarily assigned officer will be the responsibility of the officer's home agency.

Each participating agency will maintain responsibility for the actions, both personal and professional, of its respective employees. Each participating member will be subject to the laws, regulations, policies, and personnel rules applicable to members of their respective agency.

The EMATT Project Director or supervisor shall notify a supervisor of the home agency of any participating officer of any complaint against a participating officer arising from any act or omission by a participating member in the course of duties associated with the EMATT. The home agency of any participating officer shall have primary responsibility for the investigation and resolution of any complaints of an administrative nature against their officer. Allegations of criminal conduct by a participating officer(s) shall be investigated by the jurisdiction in which the alleged criminal behavior occurred. This does not preclude the participating officer's home agency from conducting their own investigation into any allegations of criminal behavior.

Salary/Overtime Compensation

Unless otherwise agreed to in a separate agreement or Memorandum of Understanding, participating agencies agree to assume all personnel costs (subject to the reimbursement process outlined below) for their East Metro Auto Theft Team representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.

Funding/Reimbursement

Funding for all East Metro Auto Theft Team associated operating costs shall be provided through a grant award from the Colorado Auto Theft Prevention Authority. Each grant period runs for 12 months. The continuation of the East Metro Auto Theft Team funding is contingent upon the application for and award of necessary funding through the Colorado Auto Theft Prevention Authority at opening of the appropriate grant cycle.

Pursuant to Colorado Auto Theft Prevention Authority (CATPA) funding availability and grant approval, reimbursement to participating agencies through CATPA for approved personnel expenses (salary, benefits, and overtime) will be pursued consistent with the terms of the grant, provided that the expenses were incurred as a result of the employee's work on the East Metro Auto Theft Team. Any overtime accrued in excess of established grant limits will become the responsibility of the home agency.

Prosecution

The primary case agent/detective, supervisor, appropriate city or district attorney and the office of the Colorado Attorney General will, on a case by case basis, determine the most appropriate jurisdiction into which a specific case will be filed. Determination will be made on the level of prosecution most likely to support a successful prosecution and support the mission of the East Metro Auto Theft Team.

Nothing in the MOU precludes non-participating agencies from becoming the primary case filer with regard to investigations which do not, upon further investigation, require continued participation by the EMATT for successful investigation and prosecution.

Deadly Force and Shooting Incident Policies

Members of the East Metro Auto Theft Team will follow their home agency's policies concerning firearms discharge and use of deadly force.

This MOU recognizes that differing Agencies utilize different resources to investigate incidents of deadly and/or potentially deadly force. Any incident involving the use of deadly or potentially deadly force occurring within the course and scope of assigned duties shall be investigated under the authority of the jurisdiction within which the event occurred. Any internal investigation resulting from the use of deadly or potentially deadly force shall be conducted by the participating officer's home agency.

The Project Director (or designee) shall immediately be notified of any use of deadly or potentially deadly force, and shall notify the participating officer's home agency as soon as practicable.

Use of Informants

The use of informants is recognized as a viable investigative tool. Informant handling and documenting will be completed in accordance with the primary officer's home agency guidelines. Additionally, all informants shall be documented in accordance with the City of Aurora policies and procedures for tracking purposes.

No communication or documents will be prepared or disseminated outside the EMATT that would identify or otherwise make known the identity of any EMATT informant. If any information on a confidential informant (CI) becomes the subject of a motion for discovery or court order in any court proceeding, all participating agencies agree that all agencies shall be notified by the Project Director (or designee) prior to the disclosure of informant information.

Liability

Participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the East Metro Auto Theft Team.

Participating members shall immediately notify a Team supervisor of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the EMATT or otherwise relating to the EMATT. Upon receiving such notification, a Task Force supervisor will immediately make appropriate notification of the situation to the Project Director and any affected participating agencies.

Any and all requests for legal representation resulting from conduct associated with the officer's official duties shall be handled in accordance with the requesting officer's home agency's policies and procedures.

Any and all requests for legal representation resulting from conduct outside the normal scope of the officer's official duties shall be handled in accordance with the requesting officer's home agency's policies and procedures.

Duration

The term of this MOU is for the duration of the East Metro Auto Theft Team's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

Any participating agency may withdraw from the EMATT at any time by written notification to the EMATT Project Director and the EMATT Board of Directors. Any equipment provided by the EMATT to the exiting agency shall be returned to the EMATT upon separation.

Conclusion

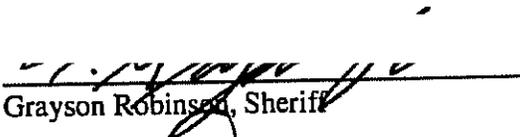
The Board of Directors may add or delete to this document as deemed necessary. Such addition or deletion shall be reduced to writing and approved by a majority of the Board of Directors.

This document is intended to provide guidance to East Metro Auto Theft Team participants and will not supersede any agency's policies and procedures.

The undersigned East Metro Auto Theft Team participant representatives are committed to the cooperative environment that must exist to ensure the success of this important endeavor.

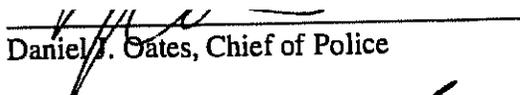
Signatories

The signature below indicates that the individual has received and read a copy of the East Metro Auto Theft Team Memorandum of Understanding and, as a representative of their agency, agrees to abide by the guidelines contained therein.



Grayson Robinson, Sheriff

Arapahoe County Sheriff's Office



Daniel J. Gates, Chief of Police

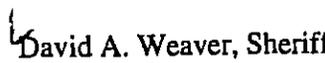
Aurora Police Department



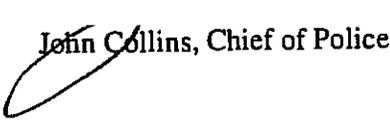
Colonel Scott G. Hernandez, Chief

Colorado State Patrol

Commerce City Police Department


David A. Weaver, Sheriff

Douglas County Sheriff's Office


John Collins, Chief of Police

Englewood Police Department

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2014

COUNCIL BILL NO. 9
 INTRODUCED BY COUNCIL
 MEMBER OLSON

AN ORDINANCE AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF A VICTIM ASSISTANCE LAW ENFORCEMENT (VALE) GRANT FROM THE VICTIM ASSISTANCE LAW ENFORCEMENT BOARD OF THE 18TH JUDICIAL DISTRICT.

WHEREAS, the City of Englewood Police Department applied for funding under the VALE Grants Program to be used for funding the Victim/Witness Program in the Englewood Municipal Court; and

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

WHEREAS, the Englewood City Council authorized the 2013 VALE Grant acceptance by the passage of Ordinance No. 19, 2013; and

WHEREAS, the staff seeks Council approval of an Ordinance authorizing the application and if granted the acceptance of a 2014 VALE grant funding in the amount of \$19,435.82, for the period of July 1, 2014 to June 30, 2015.

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 application for and acceptance of the VALE Grant and accompanying intergovernmental agreement, a copy of which is marked as "Exhibit A" and attached hereto.

Section 2. The Mayor, the Chief of Police and the Director of Finance/Administrative Services are hereby authorized to sign said VALE Grant and accompanying intergovernmental agreement on behalf of the City of Englewood.

Section 3. The funds for the VALE grant come from fines assessed by the Colorado 18th Judicial District. No Federal funds will be used.

Introduced, read in full, and passed on first reading on the 18th day of February, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21st day of February, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 19th day of February, 2014 for thirty (30) days.

Read by title and passed on final reading on the 3rd day of March, 2014.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2014, on the 7th day of March, 2014.

Published by title on the City's official website beginning on the 5th day of March, 2014 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 2014.

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 \$19,435.82
 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 to assist victims of domestic violence 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, 2012 to June 30, 2013 there were 124 arraignments of domestic violence crimes in the Municipal Court. The Victim/Witness Advocate contacted 281 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. We expect the need for services to remain the same, or increase, for this upcoming Grant cycle.

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 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.
- To 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)

- To 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.

Last year there was a change in procedure for the Municipal Court that made it difficult to receive timely and accurate information regarding hearings or probation appointments. Ms. Maynard has been extremely responsive to this dynamic 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 and considered in the solutions.

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 people who are Deaf or Hard of Hearing.
- 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 have available a list of agencies from many ethnic backgrounds and are constantly updating this list. Examples include: Asian Pacific Development Center, DOVE, CHAI, Servicios de la Raza, and Muslim Family Services.
- 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, 2012 to June 30, 2013, there were 95 new victims and 281 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. Historically, these numbers remain similar and we anticipate the same level of need for the upcoming Grant cycle.

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 domestic violence cases active in the Municipal Court and approximately 195 victims being served from 2013 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. At any point during the case, a victim may require notification or intervention. There are approximately 15 to 20 new cases each month.

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.

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 is 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 2013, 76 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. It is difficult to quantify this measure of success. It is noted; however, that many victims contact the Advocate months or years later when facing a separate life crisis. It is a measure of success that the victim feels safe contacting Ms. Maynard to receive counsel, advice, and knowledge of systems even after the case is final.

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. If a victim has a concern or complaint at any time during the process, it is immediately staffed between Ms. Maynard and Ms. Wenig. The concern is then addressed where the problem is concerned. This may be with Court, Prosecution, or Victim/Witness procedures and the solution is always victim-centered and allows the victim to have a voice in the process.

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 consulting the victim.

B. What services are you providing as outlined in the VALE statute (Section 24-4.2-105C.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 281 victims contacted from July 1, 2012 to June 30, 2013. 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 124 new victims in this time period, this equals 620 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 and staff member 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 2013.

Date of last training: April 2013

Training provide by: Nancy Wenig

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 No

Is so, list services:

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

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

Date of last training: November 2013

Training provide by: Nancy Wenig

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 advocating against 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 2013.

SECTION F: BUDGET SUMMARY/FINANCIAL INFORMATION

1. Total amount of VALE funds requested: \$ 19,435.82

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
<u>July 1, 2013</u>	<u>18th</u>	<u>\$18,507.00</u>	<u>\$18,507.00</u>
_____	_____	_____	_____
_____	_____	_____	_____

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 Wenig
Typed Name of Project Director

Project Director

Signature Project Director's

Date

Chief John Collins
Typed Name of Agency Director

Agency Director

Signature, Agency Director

Date

Frank Gryglewicz
Typed Name of Financial Officer

Financial Officer

Signature, Financial Officer

Date

Randy P Penn, Mayor
Typed Name of Authorized Official

Authorized Official

Signature Authorized Official

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 2014

COUNCIL BILL NO. 10
 INTRODUCED BY COUNCIL
 MEMBER OLSON

AN ORDINANCE AUTHORIZING THE CITY OF ENGLEWOOD, COLORADO TO APPLY FOR AND ACCEPT FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE - OFFICE OF JUSTICE PROGRAMS, FOR THE PURCHASE OF BULLET PROOF VESTS.

WHEREAS, the Bullet Proof Vest Partnership Grant Act of 1998 is a U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement; and

WHEREAS, the U.S. Department of Justice will reimburse local law enforcement, including the Englewood Police Department, 50% of the department's investment in the purchase of bullet proof vests for its police officers; and

WHEREAS, federal funds from the U.S. Department of Justice fund are used; and

WHEREAS, the U.S. Department of Justice has mandated a "mandatory wear" policy to qualify for receiving the Grant and the Englewood Police Department is in compliance; and

WHEREAS, the City Council of the City of Englewood, Colorado authorized application and acceptance of funds from the U.S. Department of Justice - Office of Justice Programs to assist the Englewood Police Department with the purchase of bullet proof vests by Ordinance No. 29, Series of 2011; and

WHEREAS, the passage of this Ordinance authorizes the Englewood Police Department to apply for and accept funding from the U.S. Department of Justice - Office of Justice Programs, which will assist the Englewood Police Department with the purchase of bullet proof vests for this grant period of April 1, 2013 through August 31, 2015.

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 application for and acceptance of a grant from the U.S. Department of Justice - Office of Justice Programs to assist the Englewood Police Department with the purchase of bullet proof vests for the grant period of April 1, 2013 through August 31, 2015.

Introduced, read in full, and passed on first reading on the 18th day of February, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21st day of February, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 19th day of February, 2014 for thirty (30) days.

Read by title and passed on final reading on the 3rd day of March, 2014.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2014, on the 7th day of March, 2014.

Published by title on the City's official website beginning on the 5th day of March, 2014 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 2014.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date: March 3, 2014	Agenda Item: 9 c i	Subject: A resolution appropriating funds for the River Run Project
Initiated By: Finance and Administrative Services Department		Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has continually supported acquiring and upgrading open space, parks, and recreational areas in and around the City of Englewood. One of the City’s “outcomes” is “A City that provides diverse cultural, recreation and entertainment opportunities.” City Council’s has discussed the River Run Project at the following study sessions:

- **August 8, 2013** - Staff provided City Council with an update on the River Run Project
- **January 21, 2014** – The South Platte Working Group provided a presentation to City Council regarding the scope of the River Run Project.
- **February 18, 2014** – City Council requested staff prepare a resolution for a supplemental appropriation for City Council’s consideration.

RECOMMENDED ACTION

Staff recommends City Council approve the attached resolution for a supplemental appropriation to the 2014 Budget for the following:

SOURCES AND USES OF FUNDS:

OPEN SPACE FUND:

SOURCE OF FUNDS:

Unassigned Fund Balance	\$100,000
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USE OF FUNDS:

River Run Project	\$100,000
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BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The South Platte Working Group is a consortium of interested parties whose goal is to make improvements along the South Platte River from C 470 South to the Englewood city limits on the North. The intent is to provide better accessibility to the river for recreational use. Some of the parties included in this group are the City of Englewood, the City of Sheridan, the City of Littleton, Arapahoe County, South Suburban Parks and Recreation District, the Colorado Water Conservation Board, Urban Drainage and Flood Control District, the Army Corps of Engineers and other interested parties.

In April 2012, Arapahoe County pledged up to \$5,000,000 in seed money to help leverage new dollars for river restoration, recreational opportunities and environmental enhancement of the South Platte River. Each entity that receives project support from this funding source will be required to provide a 50% match for its projects. Over the last eighteen months, Mayor Penn, City Manager Gary Sears and I have been representatives to this group effort on behalf of the City of Englewood.

The primary focus area for the City of Englewood has been the area between Union Avenue and Oxford Avenue. We have titled this portion of the project as the "River Run Project". Key projects in the area include a passive walking/biking trail on the east side of the river, new kayak shoots in the river at Oxford Avenue, channelization of the river for faster water flow, screening of unsightly views along the river, improvements for fishing and recreation access and development of the area (north east corner of Oxford Avenue and the Platte River) at Broken Tee Golf Course.

FINANCIAL IMPACT

This action will reduce the Open Space Fund's Unassigned Fund Balance by \$100,000.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2014

A RESOLUTION APPROPRIATING FUNDS FOR THE RIVER RUN PROJECT.

WHEREAS, the City of Englewood is required by City Charter to ensure expenditures do not exceed legally adopted appropriations; and

WHEREAS, the 2014 Budget was submitted and approved by the Englewood City Council on October 21, 2013; and

WHEREAS, the South Platte River Group is a consortium of interested parties whose goal is to make improvements along the South Platte River from C 470 South to the Englewood City limits on the North; and

WHEREAS, some of the parties include the City of Englewood, the City of Sheridan, the City of Littleton, Arapahoe County, South Suburban Parks and Recreation District, the Colorado Water Conservation Board, Urban Drainage and Flood Control District, the Army Corps of Engineers and other interested parties; and

WHEREAS, the intent is to provide better accessibility to the South Platte River for recreational use; and

WHEREAS, in 2012 Arapahoe County pledged up to \$5,000,000 in seed money to help leverage new dollars for river restoration, recreational opportunities and environmental enhancement of the South Platte River; and

WHEREAS, each entity that received project support from this funding source will be required to provide a 50% match for its projects; and

WHEREAS, Englewood's primary focus area has been between Union Avenue and Oxford Avenue this portion of the project is the "River Run Project"; and

WHEREAS, key projects in this area include a passive walking/biking trail on the East Side of the South Platte River, new kayak shoots in the River at Oxford Avenue, channelization of the river for faster water flow, screening of unsightly views along the river, improvements for fishing and recreational access and development of the area (north east corner of Oxford Avenue and the Platte River) at Broken Tee Golf Course; and

WHEREAS, the passage of this resolution appropriates the City of Englewood's 50% match for the River Run Project.

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

Section 1. The Budget for the General Fund of the City of Englewood, Colorado, is hereby amended for the year 2014, as follows:

OPEN SPACE FUND:

SOURCE OF FUNDS:

Unassigned Fund Balance \$100,000

USE OF FUNDS:

River Run Project \$100,000

Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2014 Budget for the City of Englewood.

ADOPTED AND APPROVED this 3rd day of March, 2014.

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 2014.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date March 3, 2014	Agenda Item 9 c ii	Subject Ford 550 Truck with Chipper Body
Initiated By Public Works and Parks & Recreation	Staff Source Pat White, Fleet Manager Dave Lee, Open Space Manager	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

A City that provides and maintains quality infrastructure. Council approved the purchase of a GMC dump truck in 1999.

RECOMMENDED ACTION

Staff recommends that Council Approve, by motion, the purchase of a Ford F-550 truck chassis, equipped with hook-n-go system with chipper body and flatbed as per State Award 07000YYY80M.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This unit replaces Unit 5199, a 1999 GMC dump truck that has met the replacement criteria of mileage, maintenance dollars spent and years of service. The replacement unit will be able to perform two functions (a chipper unit & flatbed truck) with one (1) vehicle for the Parks Department.

FINANCIAL IMPACT

Funding has been budgeted for this replacement purchase and is available through the Capital Equipment Replacement Fund (CERF) for \$39,000 and Open Space Fund for \$38,613. The total cost of this unit is \$77,613.

LIST OF ATTACHMENTS

Copy of State Award
New Vehicle Summary Specification Sheet
Kois Equipment Company Equipment Quote

Prepared For:

CITY OF ENGLEWOOD (QC151)

Prepared By:

John Wieneke
Spradley Barr Ford, Greeley
4901 29th Street
Greeley, California, 80634
Phone: 970-506-3621
Fax: 970-506-3674



Vehicle Profile

2014 Ford F-550 Chassis

4x2 SD Regular Cab 165" WB DRW XL (F5G)

Powertrain

Powersstroke 6.7L V-8 OHV direct diesel injection 32 valve intercooled turbo diesel engine * 200 amp HD alternator * 750 amp (total) 78 amp hours (Ah) (total) battery dual batteries with run down protection * Engine block heater * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Rear-wheel drive * Limited slip differential, driveline traction control, power take-off provision * 4.88 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension * Mono-beam non-independent front suspension * Front anti-roll bar * Front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * Rear anti-roll bar * HD rear leaf springs * HD rear shocks * Front and rear 19.5" x 6.00" argent steel wheels * LT225/70SR19.5 BSW AS front and rear tires * Frame mounted mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag * Front height adjustable seatbelts

Comfort and Convenience

Air conditioning * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * 2 12V DC power outlets, back-up alarm * Analog instrumentation display includes tachometer, engine temperature gauge, turbo/supercharger boost gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid * Steering wheel with tilt and telescopic adjustment * Manual front windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights * Glove box, front cupholder, instrument panel bin, dashboard storage * Upfitter switches

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * Cloth faced front seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material * Black fender flares * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors * Trailer harness, brake controller * Driver and passenger manual black folding manual extendable trailer outside mirrors * Front black bumper with front tow hooks * Aero-composite halogen headlamps * Additional exterior lights include cab clearance lights, underhood light * Clearcoat monotone paint

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference: C705208919 1/2/2014

Printed on January 13, 2014 at 12:45

Price Level: 420

QuoteID: <None>

Page 1

Vehicle Profile Continued

Prepared By: John Wisnake
Dealership: Spradley Barr Ford, Greeley

Exterior Features (Continued)

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles
Diesel Engine	60 month/100,000 miles		

Dimensions and Capacities

Output	300 hp @ 2,800 rpm	Torque	660 lb.-ft. @ 1,600 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	8th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	7,790 lbs.
GVWR	18,500 lbs.	Front	8,500 lbs.
Rear GAWR	14,706 lbs.	Payload	11,843 lbs.
Front curb weight	4,498 lbs.	Rear curb weight	3,292 lbs.
Front axle capacity	7,000 lbs.	Rear axle capacity	14,706 lbs.
Front spring rating	6,500 lbs.	Rear spring rating	16,000 lbs.
Front tire/wheel capacity	7,500 lbs.	Rear tire/wheel capacity	15,000 lbs.
Towing capacity	16,000 lbs.	6th-wheel towing capacity	17,200 lbs.
Front legroom	41.1 "	Front headroom	40.7 "
Front hiproom	67.6 "	Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.	Length	250.5 "
Body width	93.9 "	Body height	80.7 "
Wheelbase	185.0 "	Cab to axle	84.0 "
Axle to end of frame	47.6 "	Front tread	74.8 "
Rear tread	74.0 "	Turning radius	24.3 '
Fuel tank	40.0 gal.	Rear frame height loaded	27.9 "
Rear frame height unloaded	33.4 "		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference C70820919 1/2/2014

Printed on January 13, 2014 at 12:45

Price Level: 420

QuoteID: <None>

Page 2

Prepared For:

CITY OF ENGLEWOOD (QC151)

Prepared By:

John Wieneke
Spradley Barr Ford, Greeley
4901 29th Street
Greeley, California, 80634
Phone: 970-506-3621
Fax: 970-506-3674



Selected Options

2014 Ford F-550 Chassis

4x2 SD Regular Cab 165" WB DRW XL (F5G)

Vehicle Snapshot	Engine: 6.7L 4V OHV Power Stroke Diesel V8 B20 Transmission: TorqShift 8-Speed Auto w/OC Rear Axle Ratio: Limited Slip w/4.88 GVWR: 19,500 lb Payload Plus Upgrade Package
-------------------------	---

Code	Description	Class
F5G	Base Vehicle Price (F5G)	STD
Packages		
660A	Order Code 660A (99V) Engine: 6.8L 3-Valve SOHC EFI NA V10; (44T) Transmission: TorqShift 5-Speed Auto w/OD ; Includes SelectShift.; (X46) 4.88 Axle Ratio; (STDGV) GVWR: 18,000 lbs Payload Package; (TFB) Tires: 225/70R19.5G BSW AS (6); (64Z) Wheels: 19.5" Argent Painted Steel (6); (A) HD Vinyl 40/20/40 Split Bench Seat ; Includes driver side manual lumbar support, center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock ; Includes 2 speakers.	OPT
Emissions		
425	50 State Emissions System	OPT
Powertrain		
89T	Engine: 6.7L 4V OHV Power Stroke Diesel V8 B20 200 Amp Extra Heavy Duty Alternator; (X41) 4.10 Axle Ratio; Dual 78 AH Batteries. Includes clean idle decal and intelligent oil life minder. Torque: 660 ft.lbs. @ 1600 rpm.	OPT
44W	Transmission: TorqShift 6-Speed Auto w/OD Includes SelectShift.	OPT
X8L	Limited Slip w/4.88 Axle Ratio	OPT
68M	GVWR: 19,500 lb Payload Plus Upgrade Package Includes upgraded frame, upgraded springs and low deflection/high capacity. Increases max RGAWR to 14,700. NOTE: See Order Guide Supplemental Reference for further details on GVWR.	OPT
Wheels & Tires		

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Selected Options Continued

Prepared By: John Wienska
 Dealership: Spradley Barr Ford, Greeley

Code	Description	Class
TFB	Tires: 225/70Rx19.5G BSW AS (8)	INC
64Z	Wheels: 19.5" Argent Painted Steel (6)	INC
51Z	Spare Tire & Wheel (81J) 6-Ton Hydraulic Jack. Excludes carrier. REQUIRED in Rhode Island.	OPT
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat Includes center armrest, cupholder and storage.	OPT
Other Options		
PAINT	Monotone Paint Application	STD
165WB	165" Wheelbase/84" Cab to Axle	STD
41H	Engine Block Heater (Regional) Standard in Alaska, Colorado, Iowa, Idaho, Massachusetts, Maine, Michigan, Minnesota, Montana, Nebraska, North Dakota, New Hampshire, New York, South Dakota, Vermont, Wisconsin and Wyoming.	OPT
81J	6-Ton Hydraulic Jack REQUIRED in Rhode Island.	INC
62R	Transmission Power Take-Off Provision	OPT
52B	Trailer Brake Controller Verified to be compatible with electronic-actuated drum brakes only.	OPT
687	Radio: AM/FM Stereo w/Digital Clock Includes 2 speakers.	INC
76C	Exterior Back-Up Alarm (LPO) Pre-installed custom accessory.	OPT
Interior Colors For : Primary w/XL (regs)		
1S	Steel	OPT
Primary Colors For : Primary w/XL (regs)		
Z1	Oxford White	OPT

Vehicle Subtotal
 Destination
 Vehicle Subtotal (including Destination)

STATE BID PRICING
 TRUCK AS SPEC'D = \$36,957⁰⁰

+ HOOK-N-GO SYSTEM See ATTACHED

Spradley Barr Ford Lincoln of Greeley INC
 4901 29th St
 Greeley, CO 80634
 John Wienska
 Commercial Accounts Manager

Phone: 970-606-2624
 Fax: 970-606-0875
 Cell: 970-673-2179

Prices and availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this quote. Local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference: C103243 (1/2/2014)

SERVICENTER GARAGE
SUMMARY SPECIFICATION SHEET
FOR
NEW VEHICLES

STATE AWARD # 07000YYY80M

ENGLEWOOD BID# _____

MANUFACTURER OF VEHICLE Ford

MODEL OF VEHICLE F550

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 021305 Parks Department

COMMENTS: This unit will replace Unit 5199, a 1999 GMC dump truck that has met the replacement criteria for years of service, maintenance dollars spent, and miles of use. This unit's life had previously been extended for an additional 3 years. The replacement unit will be equipped with a hook-n-go system that will allow one vehicle to perform the duties of a chipper body unit and flat bed. The funds for replacement are available through the Capital Equipment Replacement Fund (CERF) and Open Space Funding.

KOIS EQUIPMENT CO., INC.

BROTHERS

5200 COLORADO BLVD. COMMERCE CITY, CO 80022
 PHONE: 303-298-7370 FAX: 303-298-8527
 www.koisbrothers.com

DATE 01/17/14 PAGE 1
 QUOTE NO. 14-2007
 *** QUOTE ***

SOLD TO:
 CITY OF ENGLEWOOD
 PAT WHITE 303-503-0413
 2800 PLATTE RIVER DRIVE
 ENGLEWOOD CO 80110

SHIP TO:
 CITY OF ENGLEWOOD
 PAT WHITE 303-503-0413
 2800 PLATTE RIVER DRIVE
 ENGLEWOOD CO 80110

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=====
CUSTOMER PO      CUSTOMER NUM  SHIP VIA  SALESMAN  TERMS  CUSTOMER PHONE
QUOTE/BID        99999        FOB ENGLEWOO  2         CASH   9705063621
=====
```

Dear John,
 We are pleased to submit the following quotation for your consideration. The equipment we are providing is supplying the best possible solution to your equipment needs. We strive to give the highest quality of equipment so that your up time is maxmized. Please review the quote and let us know if there is anything we can change for you.
 Thank you,

Jesse McKinley ✓

PART NUMBER	DESCRIPTION	QTY ORD	UOM	PRICE	EXTENDED
STELLAR FLEX36	*84-10 HOOKLIFT 10-12' CONTNRS	1.00	EA	17,036.00	17,036.00
FTO AUTO TRANNY	*FOR FORD SUPERDUTY	1.00	EA	1,920.00	1,920.00
POLY FENDERS	*SINGLE AXLE DUAL REAR WHEELS	1.00	EA	932.00	932.00
BUMPER 16K	*W/ RECIEVER TUBE & LED LT KIT	1.00	EA	1,188.00	1,188.00
ICC SAFETY KIT	*FIRE EXTINGUISHER & REFLECTOR	1.00	EA	160.00	160.00
TRAILER PLUG	*7 PIN ROUND	1.00	EA	210.00	210.00
10'X96" 1/8" FLTBD	*KOIS FLTBD MANUP IN COM CITY	1.00	EA	4,485.00	4,485.00
10'X96"X42" STAKE	*RACKS FOR FLATBED KOIS MANPAC	1.00	EA	1,690.00	1,690.00
CHIPPER BODY	*10' W/ HOOKLIFT FRAME BAUROX	1.00	EA	8,855.00	8,855.00

All returned goods must be accompanied by invoice and are subject to handling charge after 30 days.

NO RETURNS AFTER 90 DAYS

A SERVICE CHARGE OF 2% PER MONTH, 24% PER ANNUM WILL BE ADDED TO ANY INVOICE NOT PAID BY THE LAST DAY OF THE MONTH IN WHICH IT IS DUE. WE ARE CONFORMING WITH THE FAIR LABOR STANDARTOS ACT OF 1938 AS AMENDED. NOT RESPONSIBLE FOR TIMELOST DUE TO FIRES, STRIKES OR CAUSES BEYOND OUR CONTROL. STENOGRAPHICAL AND CLERICAL ERRORS SUBJECT TO CORRECTION
 THANK YOU FOR ALLOWING US TO QUOTE THESE ITEMS. YOUR COST IS

Sub Total 36,476.00
 Sales Tax 0.00
 P.E.T. 0.00
 Freight ~~4,180.00~~
 TOTAL ~~40,656.00~~

→ 40,656.00

COUNCIL COMMUNICATION

Date March 3, 2014	Agenda Item 9 c iii	Subject 2013 Englewood Water Conservation Plan Update
INITIATED BY Utilities Department	STAFF SOURCE Stewart H. Fonda, Director of Utilities	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approved the existing Englewood Water Conservation Plan on September 3, 2013.

RECOMMENDED ACTION

The Englewood Water and Sewer Board recommended to Council to have the Mayor sign the letter to the Water Conservation Board responding to comments received regarding Englewood's September 2013 Water Conservation Plan at their January 14, 2014 meeting.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The existing Water Conservation Plan passed by Council outlines Englewood's existing water system, history, the community it serves, the public information program, the metering program, leak repair and maintenance and additional proposed water conservation measures.

The Colorado Water Conservation Board (CWCB) completed their review of Englewood's Water Conservation Plan and gave conditional approval. The attached letter addresses the conditions outlined in the review and provides details and clarification for final approval.

The primary issue is the voluntary conversion to meter over a three year period. If unsuccessful after three years, then 100 meter conversions a year will be required. In the event that sufficient meters are not installed by the third year, the Utilities Department would purchase and install enough meters to make the required conversions.

FINANCIAL IMPACT

Final approval of the proposed plan would enable Englewood to apply for future state loans, grants and water/wastewater revolving funds.

LIST OF ATTACHMENTS

E-mail memo from Kevin Reidy dated January 23, 2014
Letter dated March 4, 2014 to Mr. Kevin Reidy of the Colorado Water Conservation Board
Approved minutes from January 14, 2014 Water and Sewer Board meeting

Cathy Burrage

From: Yasser Abouaish
Sent: Thursday, January 23, 2014 12:28 PM
To: Cathy Burrage
Subject: FW: Review complete for City of Englewood plan
Attachments: Englewood Conservation plan review 7-09-13.docx

From: Reidy - DNR, Kevin
Sent: Thursday, August 29, 2013 11:21 AM
To: Yasser Abouaish
Cc: Becky Mitchell; Ben. Wade
Subject: Review complete for City of Englewood plan

Dear Yasser: I have completed the review of the City of Englewood's water efficiency plan and have attached my review sheet to this email. I have given the plan a *conditional approval* which means that I will approve the final plan if the conditions outlined in the review are taken care of.

There are a few areas that are deficient in the plan but the big one, as you might expect, is the metering issue. Full metering is a foundational aspect of utility water management and is subject to the Metering Act of Y2000. The solution I am proposing is an active meter installation program as opposed to a customer-based passive meter installation program. This will ensure that the City of Englewood will be fully metered within a set time frame. Otherwise, the City of Englewood may never be fully metered.

I would be happy to meet to go over the review in order to move the plan to an approved status.

Kevin

--

Kevin Reidy
Office of Water Conservation and Drought Planning
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman St., Room 721
Denver, CO 80212
Tel: 303-866-3441 ext 3252

www.cwcb.state.co.us



CITY OF ENGLEWOOD

March 4, 2014

Mr. Kevin Reidy
Office of Water Conservation and Drought Planning
Colorado Water Conservation Board - DNR
1313 Sherman St., Room 721
Denver, CO 80203

RE: *City of Englewood Water Conservation Plan Review*

Dear Kevin:

The following letter is in response to the comments provided by your office (dated August 29, 2013) and follow-up e-mail dated November 26, 2013 regarding the City of Englewood's September 2013 Water Conservation Plan.

Administrative

Both administrative issues have been addressed (please see formal submittal and plan appendix)

Consumption Number Issues

Consumption number issues have been resolved and the plan has been updated accordingly.

Water-wise Landscaping and Efficient Irrigation

Additional description on water-wise landscaping and efficient irrigation was added to the plan. Turf and landscape standards and irrigation system requirements for new construction will be re-evaluated at future planning efforts due to the fact that Englewood is not seeing a large amount of new construction at this point. For water-wise landscaping and efficient irrigation educational programs, Englewood has opted to refer residents to Denver Water's educational programs. Englewood currently does not have the staff resources to build a landscaping and irrigation educational program.

Residential and Commercial Audits

Currently, City staff performs water audits for customers that notice spikes in their water consumption. A City water technician visits the residents, inspects the meter, audits indoor uses, and searches for leaks. During the irrigation season, the technician will search for irrigation system leaks, inspect the system components, and walk the irrigated areas for overwatering. The City envisions a residential audit program in which local plumbers may also be utilized to help perform indoor and outdoor water audits for interested residential and multi-family customers.

The City envisions a commercial and industrial audit program in which indoor and outdoor commercial and industrial water audits are performed by a third party consultant for interested water customers. Since commercial and industrial water use varies so much, City staff does not have the expertise to perform these audits. These third-party audits are an effective way to educate commercial and industrial businesses on how they can save water.

Incentive and Rebates

The residential and commercial audit programs are the City's rebate and incentive programs. Due to the large amount of staff time needed to establish and run rebate and incentive programs, Englewood has opted not to pursue any additional rebate and incentive programs at this time.

Metering Issues

Last but not least, in CWCB's initial plan review, you requested that the City commits to moving from a customer-based meter replacement program to a utility-base, pro-active meter installation program. Englewood has approximately 11,000 water connections, of which 8,700 are single family homes (SFH) – All non-residential accounts are metered. There remains 1,750 SFH yet to be metered, and the City is changing those at a rate of 100-150 per year.

To help customers understand how much water they use and how much that will cost, the City will phase in a fully-metered system (described below). Residents will know how much water they use, and the equivalent usage-based cost vs. flat rate, for a period of time before the metered rate takes effect. The City of Englewood is committed to full metering as a foundational goal for effective conservation planning. The Utilities Department has designed its water metering program in an innovative way that fits its unique conditions while ensuring compliance in a more-defined timeline as follows:

- PHASE I - Englewood will immediately begin a voluntary meter installation program/initiative* for 3 Years as described in the current water conservation plan. Englewood Utilities expects 250 new meter conversions per year based on the current mandatory conversion and Englewood Meter Assistance Program (EMAP) in addition to the new metering initiative. This new initiative will start in year 2014 for approximately 100 meters and continue on a rotating-basis. This should result in Englewood becoming fully-metered in 7 years

PHASE II - If Phase I doesn't achieve the anticipated/required results (fully metered in 7 years), the City will implement an additional program to further expedite the pace of meter conversion. We will proactively add 100 new meter conversions per year, which will also encourage the new metered customers to convert to metered rate. This should ensure a fully-metered system by year 2019

Once again, we appreciate the financial and technical assistance we received throughout this planning process and are eager to start the implementation phase. I hope this letter satisfactorily addresses all the conditions in your review. Please feel free to contact me if you have any questions/concerns or need additional information.

Respectfully,

Randy Penn
Mayor

Cc: Members of City Council
City Manager Gary Sears
City Attorney Dan Brotzman

**WATER & SEWER
MINUTES
TUESDAY, JANUARY 14, 2014**

5:02 p.m.

Present: Oakley, Wiggins, Habenicht, Waggoner, Woodward, Burns, Penn,
Olson

Absent: Lay, Gillet, Moore

Also present: Stewart Fonda, Director of Utilities
John Bock, Manager of Administration
Yasser Abouaish, Utilities Engineer

The meeting was called to order at 5:02 p.m.



1. MINUTES OF THE NOVEMBER 12, 2013 MEETING.

The Board reviewed the Minutes of the November 12, 2013 Water Board meeting.

Motion: To approve the Minutes of the November 12, 2013 Water Board meeting
as written.

Moved: Burns **Seconded:** Waggoner

Motion approved unanimously.



2. GUEST: JENNIFER DANIELSON – 460 E. YALE AVE.

Ms. Danielson appeared before the Board to request that the Board waive Ordinance 12-2-4-B that requires her to replace her sewer line to Yale for new construction. Her existing sewer line is also connected to 2701 and 2725 S. Pennsylvania St. and all lines converge in her front yard. Mr. Fonda noted that the existing sewer service line was TV'd and determined to be sound. She



4. GUEST: GARY STEVENS & CHRISTIAN AGGELER – GLOBEL STORAGE, 2690 W. UNION AVE.

Mr. Gary Stevens of Globel Storage and his attorney, Christian Aggeler, appeared before the Board to discuss a problem with a water service line going to a neighboring house from his property at 2690 W. Union Ave. Another water service line was tapped on Mr. Steven's service line going to 2710 W. Union Ave. without the City's knowledge or payment of tap fees. Mr. Stevens has turned off the line going to 2710 W. Union Ave., which then switched to an existing well on their property. Mr. Stevens noted that he may want to disconnect the existing lines for redevelopment.

Dan Brotzman, Englewood's City Attorney, noted that the issue in disconnecting the service line at the main would be making two houses uninhabitable. The City is not going to turn off the service line as long as the bill is paid. The owner of 2690 W. Union can turn off the water to the other house and the legal issue would be a civil matter.

Mr. Brotzman also noted that the owner of 2710 W. Union Ave. does not have permission to reconnect the illegal tap. Putting in a water service line to that address would require proof of an easement and Mr. Brotzman noted that the existing easement is not legally clear.

The Board unanimously agreed to take no action in this civil matter.



5. WATER CONSERVATION PLAN REVIEW.

Mr. Abouaish, Utilities Engineer, appeared before the Board to discuss the Colorado Water Conservation Board (CWCB) conditional approval of Englewood's Water Conservation Plan. The Board received a copy of a letter dated December 19, 2013 responding to comments received from the CWCB. A memo from Yasser Abouaish, Utilities Engineer, dated December 23, 2013 was also attached outlining conservation plan steps that have been implemented.

The CWCB staff has completed their review of the City of Englewood's Water Conservation Plan and has given the plan a conditional approval. A letter was drafted to address the conditions outlined in the review and to provide details and clarification, which are required for final approval. The conditional approval consists of voluntary conversion to meters and upon property title transfer for three years. If unsuccessful after three years, then 100 meter conversions a year will be required. The mayor would be able to sign the letter clarifying conditional approval letter to the Water Conservation Board. In the event that sufficient meters

are not installed by the third year, the City would purchase and install enough meters to make the required conversions.

The approved letter to the CWCB will go to a future City Council study session and then be forwarded to the mayor for his signature.

Motion: Recommendation to Council to have the Mayor sign the letter to the Water Conservation Board responding to comments received regarding Englewood's September 2013 Water Conservation Plan.

Moved: Burns **Seconded:** Kells

Motion passed unanimously.



6. INTEREST ON LATE FEES.

The Board received a memo from John Bock regarding a citizen's complaint regarding interest on late fees. The memo notes that while Municipal Code #12-1D-4 and 12-2-3G allows us to collect interest, the Utilities Department has elected not to, but does collect delinquency charges on an unpaid balance. John reviewed the existing code for late fee requirements.

The Board reviewed a copy of a letter that the Utilities Department received from Mr. Jack Derby regarding the same issue.

The Board discussed and concurred to continue to charge late fees on delinquent accounts.

Motion: To continue late fees as established.

Moved: Kells **Seconded:** Wiggins

Motion approved unanimously.

EXECUTIVE SESSION

Motion: To move to adjourn to Executive Session.

Moved: Oakley **Seconded:** Habenicht

Motion passed unanimously.

Executive session began at 5:58 p.m.

Roll Call:

Present: Wiggins, Burns, Habenicht, Oakley, Waggoner, Penn, Olson

Also present: Stewart Fonda, Dan Brotzman, Cathy Burrage, Kerry Bush

Stewart Fonda and Dan Brotzman presented information regarding water rights negotiations.

Motion: To move to adjourn the Executive Session and reconvene the Water and Sewer Board meeting in progress.

Moved: Penn **Seconded:** Habenicht

Motion approved unanimously.



**7. INFORMATIONAL ITEM: DENVER POST ARTICLE DATED DEC. 4, 2013
“WATER LINES: DENVER-WEST SLOPE WATER AGREEMENT FINALLY
FINAL.”**

The Board received a copy of the above Denver Post article discussing the Colorado Cooperative Agreement between Denver Water and 42 West Slope water providers and local governments.

The meeting adjourned at 6:40 p.m.

The next meeting will be Tuesday, February 11, 2013 at 5:00 in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary

COUNCIL COMMUNICATION

Date: March 3, 2014	Agenda Item: 11 a i	Subject: Letter of Commitment to Participate and Intergovernmental Licensing Agreement By and Between DRCOG and the City of Englewood for the Denver Regional Aerial Photography Project
Initiated By: Community Development Department		Staff Source: John Voboril , Planner

PREVIOUS COUNCIL ACTION

Council authorized license agreements for the Denver Regional Aerial Photography Project in 2008 and 2010.

RECOMMENDED ACTION

Staff recommends Council adopt a Bill for an Ordinance authorizing the signing of a Letter of Commitment to Participate in the 2014 Denver Regional Aerial Photography Project and an Intergovernmental Agreement (IGA) between the Denver Regional Council of Governments (DRCOG) and the City of Englewood for the Denver Regional Aerial Photography Project (DRAPP).

BACKGROUND AND ANALYSIS

The City of Englewood has participated in the DRCOG Denver Regional Aerial Photography Project since the inception of the program. The program takes place every two years. Denver metro municipalities benefit through the program by acquiring imagery together as one entity to substantially drive down the costs that would be incurred by each member if acquiring the imagery on an individual city project basis.

Aerial photography is used extensively by Community Development, Utilities, Waste Water, and Public Works for the purposes of mapping and analysis, project planning and engineering, and infrastructure management. In order to be effective for these purposes, it is imperative that the imagery be updated every two years, in order to effectively track real world changes on the ground.

The licensing IGA sets the conditions the City agrees to abide by for use of the aerial photography for the City's business purposes. This project will provide updated digital photography (6 inch resolution) of the DRCOG region to participating members. The not to exceed cost to the City is \$3,000 and will be shared between Community Development, Utilities, Waste Water, and Public Works. The price is a fraction of the cost if the City were to undertake such an aerial photography project itself.

FINANCIAL IMPACT

Funding of this project is included in the approved 2014 budgets of the participating departments.

ATTACHMENTS

Letter of Commitment to Participate in 2014 Denver Regional Aerial Photography Project
Bill for an Ordinance



CITY OF ENGLEWOOD
CITY COUNCIL

March 4, 2014

Denver Regional Council of Governments
ATTN: Roberta Cole, Contracts Department
1290 Broadway, Suite 700
Denver, CO 80203.

Re: Intent to Participate in the 2014 Denver Regional Aerial Photography Project

Dear Ms. Cole:

Please accept this letter as notification of the City of Englewood's commitment to participate in the 2014 Denver Regional Aerial Photography Project (DRAPP).

The City of Englewood is willing to commit an amount not to exceed \$3,000.00 to this project.

We understand that this fee will provide us with this imagery to support the goals and objectives of our business activities, subject to the terms and conditions of the DRAPP License Agreement.

Sincerely,

Randy P. Penn, Mayor

Mayor Randy Penn, District 3 • Mayor Pro Tem Linda Olson, District 2
Rick Gillit, District 4 • Joe Jefferson, District 1 • Bob McCaslin, At Large • Jill Wilson, At Large • Steven R. Yates, At Large

1000 Englewood Parkway • Englewood, Colorado 80110 • Phone 303-762-2310 • FAX 303-762-2408
www.engagewoodgov.org • E-mail: council@engagewoodgov.org

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. 13
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) ENTITLED "LICENSING AGREEMENT REGARDING DENVER REGIONAL AERIAL PHOTOGRAPHY PROJECT" BETWEEN THE DENVER REGIONAL COUNCIL OF GOVERNMENTS AND THE CITY OF ENGLEWOOD, COLORADO FOR THE CITY'S PARTICIPATION IN THE DENVER REGIONAL AERIAL PHOTOGRAPHY PROJECT (DRAPP).

WHEREAS, the Denver Regional Aerial Photography Project will provide the City with updated digital aerial photography of the DRCOG region to participating members; and

WHEREAS, the cost is substantially less than if the City were to undertake such an aerial photography project itself; and

WHEREAS, the cost to Englewood will not exceed \$3,000 and will be shared between Community Development, Utilities, Wastewater and Public Works Departments of the City of Englewood; and

WHEREAS, for the purposes of mapping and analysis, project planning and engineering, and infrastructure management it is imperative that the imagery be updated every two years, in order to effectively track real world changes on the ground; and

WHEREAS, the updated photography is critical in keeping the City's geographic information system (GIS), permit tracking system (Trakit), water and wastewater utilities mapping up-to-date; and

WHEREAS, the Englewood City Council authorized an Licensing Agreement Regarding Denver Regional Council of Governments for Englewood's participation in the Denver Regional Aerial Photography Project (DRAPP) by the passage of Ordinance No. 17, Series of 2008; and

WHEREAS, the passage of this Ordinance will permit the City of Englewood to participate in the DRCOG sponsored Denver Regional Aerial Photography Project;

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

Section 1. The City Council of Englewood, Colorado, hereby approves the Intergovernmental Agreement entitled "Licensing Agreement By and Between the Denver Regional Council of Governments and the City of Englewood for Denver Regional Aerial Photography Project"

authorizing the City's participation in the Denver Regional Aerial Photography Project (DRAPP), a copy of which is attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to sign and the City Clerk to attest said Intergovernmental entitled "Licensing Agreement By and Between the Denver Regional Council of Governments and the City of Englewood for Denver Regional Aerial Photography Project" for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 3rd day of March, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 7th day of March, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of March, 2014 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 3rd day of March, 2014.

Loucrishia A. Ellis

LICENSING AGREEMENT BY AND BETWEEN THE
DENVER REGIONAL COUNCIL OF GOVERNMENTS
1290 Broadway, Suite 700
Denver, Colorado 80203
(DRCOG)

and

CITY OF ENGLEWOOD
1000 Englewood Parkway
Englewood, Colorado 80110
(PARTNER)

for

DENVER REGIONAL AERIAL PHOTOGRAPHY PROJECT

Project Number: 820014

Agreement Number: RV14006

RECITALS

WHEREAS, the parties desire to cooperate in the acquisition, preparation, use, and distribution of digital orthoimagery (hereinafter referred to as the "Product") developed through the Denver Regional Aerial Photography Project (hereinafter referred to as "DRAPP" or "Project" interchangeably).

WHEREAS, the Partner is a governmental or public service entity.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Purposes

The purposes of this Agreement are to define the rights and obligations of the parties with respect to the Product and to protect and control the rights, reproduction, and resale of the Product. For purposes of this Agreement, current Product shall mean the version released as part of the most current Project, and past Product shall mean those versions of the Product that have since been replaced with a current Product version or those versions that are more than two years old. Current and past Products may be referred to collectively as "Product."

2. Term

The term of this Agreement shall be from the date of execution of this Agreement and shall be valid as long as the entity is using the Product.

3. Partner Participation

The Partner will be notified by DRCOG of planned Projects, which typically occur every two (2) years. At that time, the Partner will be asked to submit a Letter of Intent to participate in the current Project. The Partner will also be asked to commit funds as appropriate in its Letter of Intent. If the Partner chooses not to participate in the current Project, it should not submit a Letter of Intent. Following receipt of the Partner's Letter of Intent and upon completion of updated financial projections,

DRCOG will invoice the Partner for its portion of the current Project costs, in accordance with Section 5. In the event that enough local Partner funds are not collected in order to fund the Project, DRCOG may choose not to continue with the current Project. The Partner can continue to use the past Product in accordance with the terms of this Agreement.

4. Termination

If through any cause, either party should fail to fulfill in a timely and proper manner its obligations under this contract or violate any of the covenants or stipulations in this Agreement, the wronged party has the right to terminate this contract by giving sixty (60) days written notice to the other party of such termination. If DRCOG is at fault in this instance, the Partner will be refunded any payments received for the current Product. If the Partner is at fault, the Partner will return all copies of the current Product in its possession.

5. Payment and License

In consideration for the payment to DRCOG of the license fee set forth in the Partner's Letter of Intent to participate in DRAPP, DRCOG grants the Partner a non-exclusive, non-transferable license to the Product to be used strictly and only in accordance with the provisions stated in this Agreement. If the Partner participates in the latest Project, the Partner will receive the current Product (in an electronic format determined by DRCOG) for the geographical area it has specified. If the Partner is unable or chooses not to participate in the current Project, it shall not receive the current Product but may continue to use the past Product in accordance with the terms of this Agreement.

DRCOG shall provide an invoice to the Partner for the fee due (in part or in full) in accordance with Partner's Letter of Intent. Partner shall remit the undisputed invoiced amount within thirty (30) days after receipt of an invoice.

6. Use of Product

a. Past DRAPP Products

i) Permitted Use

- (1) The Partner may use the Product that they have purchased to meet the goals and objectives of their organization.
- (2) Derivative images based on the Product may be displayed on the Partner's website as long as they are not publicly available for download.
- (3) The Web Mapping Service ("WMS") may be used in the Partner's web maps as view-only to the public.
- (4) Past Product may be distributed freely to the public, with the exception of WMS as provided herein.

ii) Restricted Use

- (1) The Partner shall never sell the Product without the written consent of DRCOG.

b. Current Product

i) Permitted Use

- (1) The Partner may use the current version of the Product only to meet the goals and objectives of its governmental activities.

- (2) Contractors engaged by the Partner providing contractual services directly to the Partner may use the current version of the Product in order to fulfill these contractual services, so long as there is written agreement between the Partner and the Contractor that the Product will not be utilized by the Contractor for any other purpose.
 - (3) Derivative images based on the Product may be displayed on the Partner's internet site and derivative images may be further used, copied, and displayed to meet the goals and objectives of its governmental activities, which activities may include provision of governmental services for or on behalf of participating public entities. However, partner may not distribute physical copies of DRAPP imagery tiles.
 - (4) The Web Mapping Service ("WMS") may be used in the Partner's web maps as view-only to the public.
- ii) Restrictions on Use
- (1) Outside of the Permitted Uses listed above, the Partner shall not permit access to the current Product by third parties unless authorized in writing by DRCOG.
 - (2) The Current Product is considered proprietary for a period of two years following product release. After two years, the Product is categorized as a Past Product Version.

7. Product Resale

- a. The Partner shall not resell the Product (current or past versions).
- b. The Partner authorizes DRCOG to sell the Product and any Product derivations through DRCOG's authorized reseller.
- c. The Partner authorizes DRCOG to collect proceeds from sales of the Product and any Product derivations and to hold and use this money for any future projects or purposes authorized to DRCOG.
- d. Whenever applicable, the Partner agrees to direct purchase requests for the Product to DRCOG or DRCOG's authorized reseller(s).

8. Limited Warranty and Remedy

- a. Limited Warranty
 - i) DRCOG shall use its best efforts to ensure that the Product is delivered free of physical defect.
 - ii) DRCOG disclaims any other warranties, express or implied, respecting these terms and conditions or the Product.
- b. Remedy
 - i) Partner's sole and exclusive remedy for breach of this limited warranty will be to return the Product within 60 days of receipt.
 - ii) DRCOG shall, at its discretion, replace the Product or repair the Product and return it to the Partner.

9. Assignment and Transfer

Partner shall not disclose, lease, sell, distribute, make, transfer or assign the Product or engage in any other transaction which has the effect of transferring the right of use or part of the Product without the prior written consent of DRCOG, except as noted in Section 6 above.

10. Liability

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, damages, demands or suits arising out of its own negligence.

DRCOG shall not be liable for any activity involving the Product with respect to the following:

- a. The fitness of the Product for a particular purpose.
- b. The use or interpretation of the Product, or the results obtained.

11. Colorado Law to Govern

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Colorado.

12. No Continuing Waiver

The waiver of any default by either party or the failure to give notice of any default shall not constitute waiver of any subsequent default or be deemed to be a failure to give notice with respect to any subsequent default. Waiver of the breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of both parties.

13. Governmental Immunity

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, their departments, institutions, agencies, boards, officials, and employees are controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

14. Invalid/Unenforceable Provision(s)

If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

15. Integration and Amendment

This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by both parties.

16. Authority.

The undersigned signatories of Partner represent that they have been duly authorized to execute this Agreement and have full power and authority to bind

Partner to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Partner further understands and agrees that no further certification authority or third party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20____ and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS
"DRCOG"**

**CITY OF ENGLEWOOD
"PARTNER"**

By: _____
Executive Director

By: _____
Randy P. Penn, Mayor

ATTEST:

ATTEST:

By: _____
Administrative Officer

By: _____
Loucrishia A. Ellis
City Clerk

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2013/2014

COUNCIL BILL NO. 60
 INTRODUCED BY COUNCIL
 MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 16, CHAPTERS 5, 4-C(1)(a) THROUGH (g); 5-4-C(2) AND 11-2-B, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO HOME OCCUPATIONS AND ALLOWING THEM IN THE R-1-A ZONE DISTRICTS.

WHEREAS, the City has the authority to regulate the use of land from the “Local Government Land Use Control Enabling Act,” C.R.S. 29-20-101 et. seq. and the Englewood Home Rule Charter, Nopro vs. Town of Cherry Hills Village, 504 P.2d 344 (1972); and

WHEREAS, the City has the authority to regulate home occupations, Christiansen vs. City Council of City of Golden, 757 P.2d 1121 (1988) and Jones vs. Board of Adjustments, 204 P.2d 560 (1949); and

WHEREAS, the City has adopted ordinances under its police power regulating the use of signs and creating a comprehensive system of sign standards to provide a balance between the right of businesses to identify themselves, the protection of the uses permitted and compatibility with the surrounding area; and

WHEREAS, there are additional limitations on home occupations in the R-1-A zone district in order to protect the special character and exclusivity of the R-1-A zone district; and

WHEREAS, restrictions on commercial speech are constitutional per Central Hudson Gas and Electric vs. P.S.C., 447 U.S. 557 (1980); and Board of Trustees vs. Fox, 492 U.S. 469 (1989), including prohibiting signs entirely; and

WHEREAS, the Planning and Zoning Commission found window signs for home occupations should be prohibited in R-1-A zone districts to protect the special character and exclusivity of the R-1-A zone district; and

WHEREAS, the Planning and Zoning Commission added to the list of prohibited uses; food preparation, manufacture of alcohol, and landscaping industries because these would:

- be more likely to have impacts on the surrounding area
- likely have too much impact on residential neighborhoods, and change the character of the area;
- have impacts that are more akin to commercial and industrial zones, that people don't want to see in residential zones.

WHEREAS, the City Council finds the “Cottage Food Act” 25-4-1614 C.R.S. and the Nuisance Code provide sufficient safeguards against odors, and other impacts; and

WHEREAS, the Planning and Zoning Commission recommended removing the limitation of only one (1) home occupation per dwelling unit because there may be several members of a household each operating a business; and

WHEREAS, City Council has decided that registration of a home occupations is not necessary for the enforcement of this Ordinance; and

WHEREAS, City Council found that the current 300 square foot limit on a home occupation was too restrictive; and

WHEREAS, enforcement has been identified as problematic by the Police Department and the Prosecutor due to a lack of distinction between a home office and a home occupation; and

WHEREAS, the Planning and Zoning Commission felt further defining a home office and a home occupation was unnecessary; and

WHEREAS, the Planning and Zoning Commission recommended deleting the word "incidental" in favor of the word "secondary" in the introductory paragraph because the structure is still primarily a residence.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 4, Subsection(C)(1)(a) entitled "*Home Occupation*" of the Englewood Municipal Code 2000, to read as follows:

[EDITORS NOTE: 16-5-4(A) and (B) contain no change and are therefore not included here]

16-5-4-C: *Accessory Uses Permitted.* Table 16-5-1.1 includes accessory uses and shows in which zoning district a specific accessory use is permitted. If an accessory use is not listed in Table 16-5-1.1, but satisfies all the general standards set forth in subsection 16-5-4.B EMC, the City Manager or designee may allow its establishment according to the procedures and criteria in Section 16-5-1.B EMC, "Unlisted Uses." In addition, all unlisted accessory uses shall be subject to compliance with the general, dimensional, and operational standards set forth in this Section 16-5-4 EMC.

1. Home Occupation. Occupations ~~customarily incidental~~ which are secondary to the principal use as a residence may be allowed when conducted in the same dwelling, provided the following standards are met:
 - a. *Districts Allowed.* Home occupations are allowed in the following districts: R-1-A, R-1-B, R-1-C, R-2-A, and R-2-B, MU-R-3-A, MU-R-3-B, MU-R-3-C, M-1, M-2, MO-2, and TSA. ~~Only one (1) home occupation shall be permitted per dwelling unit.~~ Home occupations may be permitted accessory to principal residential uses located in nonresidential districts (e.g., in a manufactured home park located in an industrial district, in a PUD that allows residential uses, or in any residential dwelling unit otherwise approved by the City) provided the home occupations complyes with all requirements of residential district home occupations herein.

i. Additional Restrictions in the R-1-A District:

(a) Within the R-1-A District, the following additional restrictions shall apply for Home Occupations.

(i) Home Occupations in the R-1-A District shall be limited to activities normally conducted in an office. By way of example but not limitation, this would include the management, marketing, or accounting for a business; telecommuting (meaning working in the home using a computer terminal or video connected by wire or wireless to a business); conducting business services or operations via the internet; or writing.

(ii) No physical customer visits or deliveries relating to the Home Occupations shall be allowed in the R-1-A District.

(iii) No exterior signage shall be allowed in the R-1-A District.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 4, Subsections(C)(1)(b) through (g) entitled "*Home Occupation*" of the Englewood Municipal Code 2000, to read as follows:

- b. *Where Allowed on Site.* The home occupation shall be operated entirely within the dwelling unit and only by the person or persons maintaining a dwelling unit therein. The home occupation shall not have a separate outside entrance. The home occupation shall not be conducted in a detached accessory structure.
- e. ~~*Registration.* All home occupations shall register with the City.~~
- c. *Sales.*
- (1) On the Premises. The sale on the premises of items that have been made, grown, or prepared on the premises shall be permitted. The sale on the premises of any item that has not been made, grown, or prepared on the premises shall be prohibited.
 - (2) Off the Premises. Sales off the premises of such items as personal or household goods such as those products offered by Avon, Amway, Fuller Brush, Watkins, etc., shall be permitted.
- d. *Operational Requirements.*
- (1) No assistants or employees that are not residents of the principal dwelling unit shall be work -employed in at the home occupation residence/dwelling unit.
 - (2) The hours and manner of such uses and the ~~noise-~~ impacts created thereby shall not interfere with the peace, quiet, or dignity of the neighborhood and adjoining properties which creates a nuisance under Title 15 of this Code.

- (3) Incidental storage shall be allowed for items made on the premises and/or sold off the premises consistent with this Section. All storage shall be indoors, including all materials, equipment, inventory and supplies.
 - (4) The home occupation, including storage of materials, equipment, inventory, and/or supplies, shall not utilize more than ~~three hundred (300) square feet~~ fifty percent (50%) of indoor space of the dwelling unit; provided, however, that this does not apply to permitted home care accessory uses.
 - (5) ~~The use of electric motors shall be limited in power, with a total limitation of one and one half (1½) horsepower, and no single unit over three fourths (¾) horsepower.~~ Only one exterior sign, up to a maximum of one (1) square foot in area, shall be allowed. The sign shall be affixed to the building, and shall be unlighted and unanimated. A Sign Permit shall be required.
 - (6) No window displays shall be allowed and no sample commodities shall be displayed outside the dwelling.
- f. *Prohibited Uses.* In no event shall any home occupation include the following business or commercial activities (except for the administrative or clerical functions related to these businesses, such as bookkeeping, marketing, and customer phone calls):
- (1) Animal hospital or kennel, animal daycare, breeders, except licensed canine and feline breeders.
 - (2) Asphalt paving business.
 - (3) Barbers, hairdressers, cosmetologists, beauticians or any activity involving the skin, hair or nails.
 - (4) Body, mechanical repair, or modification of motor vehicles.
 - (5) The sale, storage, manufacture, or assembly of guns, knives or other weapons or ammunition.
 - (6) Dump trucks.
 - (7) Restaurants.
 - (8) Towing business.
 - (9) Processes involving the dispensing, use, or recycling of hazardous or flammable substances and materials.
 - (10) Automotive vehicles sales requiring a state dealer's license.
 - (11) Medical Marijuana Centers.

- (12) Medical Marijuana-Infused Products manufacturers.
- (13) Medical Marijuana Optional Premises Cultivation Operation.
- (14) Manufacture of wine, distilled spirits, or malt beverages.
- (15) Landscaping supplies, installation, maintenance or repair.

Section 3. The City Council of the City of Englewood, Colorado hereby makes no amendments to Title 16, Chapter 5, Section 4, Subsection(C)(2) entitled “*Parking Area*” through Subsection D(2) of the Englewood Municipal Code 2000, to read as follows:

2. Parking Area.

- a. *Parking Area, (R-2-B District Only).* When an R-2-B district abuts or is adjacent to a MU-B-2 district, the parking area must be screened from the residential portion of the lot by a six foot (6') opaque fence. Side yard fences must also be provided to screen adjacent property. These fences shall also be six feet (6') in height except that, within ten feet (10') of the rear property line, the fences cannot exceed thirty inches (30") in height or be less than fifty percent (50%) open.
 - (1) The parking area shall not have a grass surface.
 - (2) Parking stops or other devices allowing snowfall maintenance must be placed in the parking area to prevent damage to the fence by vehicles.
 - (3) Provisions must be made for the collection of trash as per City ordinance.
 - (4) The minimum width of the parking area shall be fifty feet (50').
- b. *Parking Area, Surface (TSA District Only).* Surface parking areas, noncommercial and accessory to a principal use, are allowed subject to the following additional conditions:
 - (1) General. Such surface parking area shall be maintained as long as the principal permitted use is maintained, or until alternative parking is provided for such principal use.
 - (2) Location.
 - (a) An accessory surface parking area may be located within six hundred feet (600') of the lot containing the principal use, either within the TSA district or within a zone district that permits noncommercial parking lots, subject to a City-approved alternative parking plan and pursuant to the Station Area Standards and Guidelines, as applicable.
- c. *Remote Parking Areas.* Pursuant to Section 16-6-4 EMC, required parking may be provided as an accessory use within four hundred feet (400') of the principal use, either within the same district or within a district that permits

noncommercial parking lots. Such parking lots must be maintained as long as the principal permitted use is maintained, or alternate parking provided. Approval of an alternative parking plan is required (administrative process), pursuant to Section 16-6-4.D EMC. Such lots shall be paved, shall require a building permit, and shall be subject to the landscaping requirements of Section 16-6-7.M EMC.

3. **Satellite Dish Antenna.**

a. *Small Satellite Dish Antennas.* Satellite dish antennas of one (1) meter or less in diameter are permitted accessory uses in all residential and nonresidential zoning districts. Such dishes shall not be located within the public right-of-way.

b. *Large Satellite Dish Antennas.*

(1) Satellite dish antennas measuring one (1) meter or more are permitted accessory uses in all zoning districts. Any roof-mounted dishes shall submit an engineer's certificate to the City. Such dishes shall not be located within the public right-of-way.

(2) As applied only to large satellite dish antennas accessory to a principal residential use, to the maximum extent feasible, but only where there is no substantial impairment to acceptable signal quality, such antennas shall:

(a) Be located in the rear yard of the residential use; and

(b) Be screened from view from adjacent public rights-of-way; and

(c) Be of a color harmonious with their surroundings. There shall be no advertising in words or pictures, other than the manufacturer's name in small letters.

4. **Service Unit or Facility.** Service units or facilities shall be allowed as accessory uses in the MU-R-3-B district. Such uses include, but are not limited to, barber or beauty shops, gift shops, coffee shops, and dining facilities for the convenience of the tenants. Such uses shall comply with underlying zone district requirements, including the dimensional requirements set forth in Section 16-6-1 EMC.

5. **Swimming Pool.** Swimming pools are allowed as accessory uses in all districts. See Title 8 EMC.

6. **Wholesale Sales and Distribution.** Wholesale sales and distribution shall be allowed as an accessory use in MU-B-1 and MU-B-2 districts provided the principal use maintains an active retail license and is open to the public for retail trade.

D. *Prohibited Accessory Uses.*

1. *Prohibited in All Zoning Districts.* The following activities shall not be regarded as accessory to a principal use on any site and are prohibited in all zoning districts:

a. *Use of Travel Trailer or Recreational Vehicle (RV) as a Residence.* The use of a travel trailer as a residence, permanent or temporary, with the exception of a trailer

approved as a temporary use for security under Section 16-5-5 EMC, shall be prohibited in all zoning districts.

- b. *Use of Motor Vehicle or Trailer for Sales, Service, Storage, or Other Business.* The use of any motor vehicle, trailer, mini-mobile storage container, or shipping container as a structure in which, out of which, or from which any goods are sold or stored, any services performed, or other businesses conducted, shall be prohibited in all zoning districts. However, this subsection shall not prohibit the following:
 - (1) The sale of goods or merchandise at a City-approved or sponsored event; or
 - (2) Use of a motor vehicle, trailer, or shipping or storage container in connection with an approved recycling operation; or
 - (3) Use of a trailer or shipping or storage container in conjunction with construction authorized by a valid building permit; or
 - (4) Use of a trailer, shipping, or storage container for the temporary loading and unloading of goods, provided that no individual trailer or container is in place longer than forty-eight (48) hours.

2. *Prohibited in Residential Zoning Districts.* The following activities shall not be regarded as accessory to a residential principal use and are prohibited in all residential (R) districts:

- a. *Automotive Repair.* Automotive repair, including engine, body, or other repair or repainting of more than one (1) vehicle at any one time owned by a person not residing at that address, regardless of whether compensation was paid for the service.
- b. *Outdoor Storage of Inoperative Vehicles.* The outdoor storage of inoperable vehicles shall comply with Title 15 EMC.
- c. *Parking of Commercial Vehicles.*
 - (1) No commercial vehicle shall be stored on public property or in the public right-of-way.

[EDITORS NOTE: Parking on private property issues were passed by initiative Ballot Question 2D on November 1, 2011 and can only be revised, repealed, or amended by electoral vote. (Englewood Home Rule Charter Article VI, Section 48.)

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 11, Section 2, Subsection B, entitled “*Definition of Words, Terms, and Phrases*” of the Englewood Municipal Code 2000, to read as follows:

Home Occupation: Any use conducted entirely within a dwelling and carried on by the occupants thereof, which is clearly incidental and secondary to the primary use of the dwelling for dwelling purposes and does not change the character thereof. Such uses must meet all conditions and requirements for the particular zone in which such use is located.

[EDITORS NOTE: The remaining definitions contain no changes and are therefore not included here]

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced on first reading on the 18th day of November, 2013 and tabled.

Introduced, read in full, amended and passed as amended on first reading on the 21st day of January, 2014.

Published by Title as amended a Bill for an Ordinance in the City's official newspaper on the 24th day of January, 2014.

Published as amended a Bill for an Ordinance on the City's official website beginning on the 22nd day of January, 2014 for thirty (30) days.

A Public Hearing was held on the 3rd day of February, 2014, was continued until February 18th, 2014.

COUNCIL COMMUNICATION

Date March 3, 2014	Agenda Item 11 c i	Subject Purchase of Loader/Backhoe
INITIATED BY Utilities Department		STAFF SOURCE Stewart H. Fonda, Director of Utilities

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The existing Rubber-Tired Wheel Loader/Backhoe was approved by Council on June 16, 1997 in the amount of \$89,089.00.

RECOMMENDED ACTION

The Englewood Water Board, at their January 14, 2014 meeting, recommended Council approve, by motion, the purchase of one, new John Deere 710 K rubber-tired wheel loader/backhoe from Honnen Equipment in the amount of \$131,555.00.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The proposed loader/backhoe is the primary piece of equipment used for excavating dirt and fill for water, sewer and stormwater projects. The proposed backhoe is a 2014 John Deere 710K backhoe loader with an 11.1 cubic foot capacity bucket. The purchase is being recommended to replace the existing 13-year old Unit #1359 according to CERF replacement schedule. The proposed backhoe will have additional options of an extendible dipperstick with auxiliary hydraulic lines and the mechanical front wheel drive. The extendible dipperstick will allow versatility with variable depth digging and more truck loading and excavating options. The front wheel drive will allow better all- terrain operations, especially in rain, mud and snow.

Bids were received from two vendors:

Honnen Equipment	\$131,555.00
Wagner Equipment Co.	\$135,457.00

FINANCIAL IMPACT

Honnen Equipment Co. is the lowest recommended bidder at \$114,655.00 for the basic loader/backhoe. Options for an extendible dipperstick with auxiliary hydraulic lines (\$10,200) and the mechanical front wheel drive (\$6,700) were added making the total cost \$131,555. This purchase was approved in the 2014 budget and will be funded by the CERF Fund.

LIST OF ATTACHMENTS

- Bid Proposal Tabulation Sheet
- Email Regarding the Loader/Backhoe Bid

City of Englewood Bid Tabulation Sheet

Bid Opening Date: December 12, 2013 2:00 P.M. MST

Apparent Low Bidder

ITEM BID: IFB-13-022 Rubber Tired Wheel Loader-Backhoe

Vendor	Rubber Tired Wheel Loader- Backhoe	Operations Manual X3	Service & Parts Manual	Total Bid	Exceptions:
Honnen Equipment					
5055 E 72nd Ave					
Commerce City, CO 80022					
Steve Stotz					
303-287-7506	\$113,600.00	\$195.00	\$860.00	\$114,655.00	None Listed
Wagner Equipment Company					
18000 Smith Rd					SAE HP is 127. Break out force
Aurora, CO 80011					on front loader bucket,
Andy Kratt					1.75 CYD is 11,375 lbs.
303-739-3000	\$134,858.00	\$126.00	\$473.00	\$135,457.00	Swing Arc is 175 Degrees

Cathy Burrage

From: Pat White
Sent: Friday, December 13, 2013 3:27 PM
To: Cathy Burrage
Cc: Mitch Riley
Subject: RE: Backhoe bid
Attachments: Back hoe proposal John Deere.pdf; IFB-13-022 Loader Bid Tab.pdf

Cathy,

Attached is the proposal from John Deere and the bid tab listing John Deere as the lowest bid. We also want to take the Extendible Dipperstick with Auxiliary Hydraulic Lines for \$10,200.00 and the Mechanical Front Wheel Drive for \$6,700.00. With options the total cost will be \$131,555.00. If you need any further information, please let me know.

Thanks,

Pat

From: Cathy Burrage
Sent: Friday, December 13, 2013 9:12 AM
To: Pat White
Subject: FW: Backhoe bid

Pat –

It would help with the Council Communication if I could have the first couple pages of the specs for the backhoe.

Will then get the process going. Thanks!

Cathy

From: Mitch Riley
Sent: Thursday, December 12, 2013 1:18 PM
To: Pat White
Cc: Cathy Burrage
Subject: Backhoe bid

I spoke to Cathy and she told me the backhoe will have to go to the Water and Sewer board on 1-14-14 before it goes to counsel on 2-3-14.

If you send her the details of the bid when it's awarded she will put it in the Counsel communication she has already prepared.

Please give me a call when you want to talk about the bid award and I'll be there.

COPY

BID PROPOSAL
#FB-13-022
Rubber Tired Wheel Loader-Backhoe

ITEM NO.	DESCRIPTION	Qty.	BID PRICE
1.	JOHN DEERE 710K Rubber Tired Wheel Loader-Backhoe	1	\$ 113,600.00
2.	Operator's Manual	3	\$ 195.00
3.	Service & Parts Manual	1	\$ 860.00
Total Bid			\$ 114,655.00

Estimated date of delivery 45-90 DAYS, ARO

Brochures and Literature: Your proposal must be accompanied by descriptive literature indicating the exact items to be furnished. The term "as specified" will not be acceptable.

Each Proposing Firm shall determine prior to submitting a Bid, that they have received all addenda issued, and will acknowledge the receipt. Receipt of copies of the following amendment(s) is (are) hereby acknowledged:

Amendment No(s) _____ Date Acknowledged _____ Bidder's Signature _____

ALL MATERIAL F.O.B. CITY OF ENGLEWOOD
2800 South Platte River Drive
Englewood, CO 80110

Price quote firm for ninety (90) days.

Exceptions: _____

BY: STEVE STOTZ 12-12-13
Name (Please print) _____ Date _____

Signature TERRITORY MANAGER

Title HONNEN EQUIPMENT

Company 5055 EAST 72ND AVE. COMMERCE CITY, CO 80022

Address 303-287-7506 303-287-0086
Phone _____ Fax _____

1000 Englewood Parkway, Englewood, Colorado 80110-2373 Ph (303)762-2412 Fax (303)783-6951
www.Englewoodgov.org



December 12, 2013

Alicia Stutz
City Of Englewood
1000 Englewood Parkway
Englewood, CO 80110-2373

Dear Alicia:

We are pleased to quote the following for your consideration:

John Deere 710K Backhoe Loader, new 2014 model, JDLink GPS System With 3-Years Of Prepaid Service; John Deere PowerTech Plus (PowerTech PVX) 6.8L (414 Cu. In.) Meets EPA IT4 Emissions; 2-Wheel Drive with 4F/3R Powershift Transmission; Goodyear 21L-28 R-4 14 PR Rear; 14.5/75-16.1 F-3 10 PR Front Tires; Ultimate Cab with Dual Doors and Air Conditioning; Standard Dipperstick and Auxiliary Hydraulics; Mechanical Controls, Two Lever, ISO (DEERE); 24" Wide, Heavy-Duty, 11.1 Cu. Ft. Capacity Bucket; Two-Function Loader Hydraulics, Single Lever; 1400 lbs. Counterweight; 1.62 Cu. Yd. Bucket 96" with Auxiliary Cutting Edge and Skid Shoes; Cold Start Package; Electrical Master Disconnect; Front View Mirror; Left Side Console Storage with Cup Holders. Other included options: Amber strobe light; AT186288 SMV emblem.

Cash Sale Price: \$113,600.00

OPTIONAL EQUIPMENT

Extendible Dipperstick With Auxiliary Hydraulic Lines	\$10,200.00
Mechanical Front Wheel Drive	\$6,700.00
Hydraulic Quick Couplers For Auxiliary Hydraulic Lines	Included In Base Price
2-Lever Pilot Backhoe Controls	\$1,025.00

Terms: Net 30-Days
Delivery: 45-90 Days, ARO
F.O.B. Englewood, Colorado

We believe the equipment as quoted will exceed your expectations. On behalf of Honnen Equipment Co., thank you for the opportunity to quote John Deere machinery.

Steve Stutz
Territory Manager

'This proposal is good for 90 days'

File: City Of Englewood John Deere 710K, 112513.doc

5055 E 72nd Avenue
Commerce City, CO 80022
303-287-7508

2358 I-70 Frontage Road
Grand Junction, CO 81505
970-243-7090

16 Girard Street
Durango, CO 81301
970-247-4480

150 Salt Creek Highway
Mills, WY 82644
307-266-4474

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS - US & Canada

- Construction, Forestry & Commercial Worksite Products: 12 months Full Machine Standard Warranty
- Full-Type Scrapers: 6 months Full Machine Standard Warranty
- Scrapers (Tractor): 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- Forestry Attachments: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- Front-End Equipment: 6 months Full Machine Standard Warranty (60 days in retail applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product").

STANDARD WARRANTY is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED WARRANTY is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL WARRANTY applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE WARRANTY applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/expense, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next two sections, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the full duration of each use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (or exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above constitutes fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY

1. Standard Warranty does not apply to batteries, radars, lasers, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. **Factory-Installed Undercarriage Warranty** covers all non-authorized factory-installed undercarriage wear components for 3 years or 4,000 hours after the product's original retail purchase or first rental or demonstration use prior to the first retail purchase, whichever occurs first (unless terminated earlier under Section F below). In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failure due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/expense; transportation or handling costs; use of non-authorized parts and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the listed component and whether track shoe wear is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Skid Steer Tractors.
3. **Structural Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid Steer Loaders, Compact Track Loaders, Scraper Tractors, Full-Type Scrapers, and Forestry Attachments, which are covered under Standard Warranty) begins at the end of the product's Standard Warranty and ends (unless terminated earlier under Section F below) three (3) years or 40,000 hours (whichever occurs first) after purchase or first rental or demonstration use prior to the first retail purchase. Structural Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture. If a particular component is not listed below it is not covered by Structural Warranty.
Arm Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame; Circle Frame Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mastarm; Midboard Lin Arm; NewGrass™ Pin Joints (includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (standard) for boom and linkage joints (optional equipment)); Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including ball crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by Structural for Cut-to-Length Forestry Machinery: Front frame (welded assembly); Rear frame (welded assembly); Cram lift post with bearing; Middle joint; Cab turntable; Main Boom

Items Covered by Skid Steer ALL for Cut-to-Length Forestry Machinery: Front frame (welded assembly); Rear frame (welded assembly); Cram lift post with bearing; Middle joint; Cab turntable; Main Boom

Skid Steer ALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap recycling, quarrying and other applications that are especially destructive or severely heavy duty except specialty hoists (not aerial) as stated in Section D.3 above.
2. L-Frame and H-Series 4-4-Series Cranes equipped with rotator or first rental or demonstration use prior to the first retail purchase.
3. Cut-to-Length Forestry Harvest and Slash Bar Unit.
4. Cranes equipped with optional side booms.
5. Excavator and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snowblades.

E. ITEMS NOT COVERED

John Deere is not responsible for the following:

1. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
2. Damage caused by unapproved equipment (electronic or mechanical) to engine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
3. Fire, theft, lightning, collisions, and pressure adjustments.
4. Dismount, fire.
5. Additional labor/expense - Above SPC/Labor/Hours Rate
6. Additional Cleaning - Above SPC/Labor/Hours Rate
7. Rental Fees
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
9. Premiums charged for Overseas Labor/expense
10. Transportation to and from the dealership.
11. Travel time, mileage or service calls by the dealer.
12. Non-John Deere components or modifications, including people, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, seals, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of lubricants held due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
14. Tires, OIL or worn hoses.
15. Wear items, such as, but not limited to: body liner, bats, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, new blades, chains, skidder grapple sticks, crane tracking rollers, and skidder turnpost.
16. Items such as cutting edge parts, deburring knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary parts or components of a product after recognition of the occurrence of a failure.
19. Parts supplied or modifications done by third party suppliers.
20. Toppens Oil fluids when fluid levels fall in the range between low and full.
21. Parts that are not covered on machine and labeled as aftermarket. These parts will be covered by any applicable parts warranty.
22. Attachments installed aftermarket - L&L, which are not installed at factory.
23. Custom options installed outside the factory - L&L, R, Manufacturing option packages.
24. Used Products (except as otherwise provided in section I, below).

F. TERMINATION OF WARRANTY

John Deere is relieved of its obligations under Standard Warranty, Structural Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modifications).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, at its election, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months for 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or Structural Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/Dealer. Purchaser may decline Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or device interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting device integrated with, or attached to, Product, including Telematics (Data Reporting System); and
3. Update the Data Reporting System software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.johndeere.com/MachineDataPolicy.

Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

I. OBTAINING WARRANTY SERVICE

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present the evidence of the defect, use the product, and the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or Structural Warranty repairs may be made in the field if the purchaser and service dealer so agree. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/expense) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.

L. USED JOHN DEERE PRODUCTS ONLY

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or Structural Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty term. The product must be purchased from the product's original retail purchaser. The transfer is not extended and charge of ownership is registered by a John Deere dealer. ALL THE TERMS AND CONDITIONS AND EXCLUSIONS OF THE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURAL WARRANTY, ORIGINALY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

SERVICENTER GARAGE

**SUMMARY SPECIFICATION SHEET
FOR
NEW VEHICLES**

STATE AWARD # _____

ENGLEWOOD BID# IFB-13-022

MANUFACTURER OF VEHICLE John Deere

MODEL OF VEHICLE 710K

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 411605-Utilities

COMMENTS: This unit will replace Unit 1359, a 2001 Caterpillar 446B Backhoe that has met the replacement criteria as far as years of service, hours of use, and maintenance dollars expended. The replacement unit is a John Deere 710K backhoe with a base cost of \$114,655.00 with the following options taken-Extendable Dipperstick with auxiliary hydraulic lines for \$10,200.00 and mechanical front wheel drive for \$6,700.00 for a total cost of \$131,555.00. This purchase was approved in the 2014 budget and funds are available through the Capital Equipment Replacement Fund (CERF).



4. GUEST: GARY STEVENS & CHRISTIAN AGGELER – GLOBEL STORAGE, 2690 W. UNION AVE.

Mr. Gary Stevens of Global Storage and his attorney, Christian Aggeler, appeared before the Board to discuss a problem with a water service line going to a neighboring house from his property at 2690 W. Union Ave. Another water service line was tapped on Mr. Steven's service line going to 2710 W. Union Ave. without the City's knowledge or payment of tap fees. Mr. Stevens has turned off the line going to 2710 W. Union Ave., which then switched to an existing well on their property. Mr. Stevens noted that he may want to disconnect the existing lines for redevelopment.

Dan Brotzman, Englewood's City Attorney, noted that the issue in disconnecting the service line at the main would be making two houses uninhabitable. The City is not going to turn off the service line as long as the bill is paid. The owner of 2690 W. Union can turn off the water to the other house and the legal issue would be a civil matter.

Mr. Brotzman also noted that the owner of 2710 W. Union Ave. does not have permission to reconnect the illegal tap. Putting in a water service line to that address would require proof of an easement and Mr. Brotzman noted that the existing easement is not legally clear.

The Board unanimously agreed to take no action in this civil matter.



5. WATER CONSERVATION PLAN REVIEW.

Mr. Abouaish, Utilities Engineer, appeared before the Board to discuss the Colorado Water Conservation Board (CWCB) conditional approval of Englewood's Water Conservation Plan. The Board received a copy of a letter dated December 19, 2013 responding to comments received from the CWCB. A memo from Yasser Abouaish, Utilities Engineer, dated December 23, 2013 was also attached outlining conservation plan steps that have been implemented.

The CWCB staff has completed their review of the City of Englewood's Water Conservation Plan and has given the plan a conditional approval. A letter was drafted to address the conditions outlined in the review and to provide details and clarification, which are required for final approval. The conditional approval consists of voluntary conversion to meters and upon property title transfer for three years. If unsuccessful after three years, then 100 meter conversions a year will be required. The mayor would be able to sign the letter clarifying conditional approval letter to the Water Conservation Board. In the event that sufficient meters

are not installed by the third year, the City would purchase and install enough meters to make the required conversions.

The approved letter to the CWCB will go to a future City Council study session and then be forwarded to the mayor for his signature.

Motion: Recommendation to Council to have the Mayor sign the letter to the Water Conservation Board responding to comments received regarding Englewood's September 2013 Water Conservation Plan.

Moved: Burns **Seconded:** Kells

Motion passed unanimously.



6. INTEREST ON LATE FEES.

The Board received a memo from John Bock regarding a citizen's complaint regarding interest on late fees. The memo notes that while Municipal Code #12-1D-4 and 12-2-3G allows us to collect interest, the Utilities Department has elected not to, but does collect delinquency charges on an unpaid balance. John reviewed the existing code for late fee requirements.

The Board reviewed a copy of a letter that the Utilities Department received from Mr. Jack Derby regarding the same issue.

The Board discussed and concurred to continue to charge late fees on delinquent accounts.

Motion: To continue late fees as established.

Moved: Kells **Seconded:** Wiggins

Motion approved unanimously.

EXECUTIVE SESSION

Motion: To move to adjourn to Executive Session.

Moved: Oakley **Seconded:** Habenicht

Motion passed unanimously.

Executive session began at 5:58 p.m.

Roll Call:

Present: Wiggins, Burns, Habenicht, Oakley, Waggoner, Penn, Olson

Also present: Stewart Fonda, Dan Brotzman, Cathy Burrage, Kerry Bush

Stewart Fonda and Dan Brotzman presented information regarding water rights negotiations.

Motion: To move to adjourn the Executive Session and reconvene the Water and Sewer Board meeting in progress.

Moved: Penn **Seconded:** Habenicht

Motion approved unanimously.



**7. INFORMATIONAL ITEM: DENVER POST ARTICLE DATED DEC. 4, 2013
“WATER LINES: DENVER-WEST SLOPE WATER AGREEMENT FINALLY
FINAL.”**

The Board received a copy of the above Denver Post article discussing the Colorado Cooperative Agreement between Denver Water and 42 West Slope water providers and local governments.

The meeting adjourned at 6:40 p.m.

The next meeting will be Tuesday, February 11, 2013 at 5:00 in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary

WATER & SEWER
MINUTES
TUESDAY, FEBRUARY 11, 2014

Present: Oakley, Wiggins, Habenicht, Waggoner, Burns, Penn, Olson, Lay, Gillet,
Moore

Absent: None

Also present: Stewart Fonda, Director of Utilities
John Bock, Manager of Administration
Tom Brennan, Utilities Engineer
Mitch Riley, Distribution Collection Supt.

The meeting was called to order at 5:00 p.m.



1. MINUTES OF THE JANUARY 14, 2014 MEETING.

The Board reviewed the Minutes of the January 14, 2014 meeting. A correction was noted.

Motion: To approve the Minutes of the November 12, 2014 Water Board meeting
as corrected.

Moved: Habenicht Seconded: Waggoner

Motion approved unanimously.



2. GUEST: MAUREEN FOLEY - 590 PENNWOOD CIR.

The owner of 590 Pennwood Cir., Maureen Foley, Appeared to discuss damages that resulted from a City water main break on December 8, 2013 and request compensation. Belfor Property Restoration responded for cleanup and is authorized by the City to perform flood cuts to enable

COUNCIL COMMUNICATION

Date March 3, 2014	Agenda Item 11 c ii	Subject Allen Plant Alum Residuals Removal and Disposal
INITIATED BY Utilities Department		STAFF SOURCE Stewart H. Fonda, Director of Utilities

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approved on July 19, 2004 the bid for the Allen Water Filtration Plant Residuals Removal and Disposal Service to Waste Management in the amount of \$163,260.00 for disposal of one year of production.

Council approved on June 19, 2006 the bid for Allen Water Filtration Plant Residuals Removal and Disposal Service to Waste Management, Inc. in the amount of \$49,768.00 for disposal of approximately 800 cubic yards of production.

Council approved on February 19, 2008, the proposal for the Allen Water Filtration Plant residuals removal and disposal to Allied Waste in the amount of \$108,775 for disposal of approximately 2,000 cubic yards of production.

Council approved on April 5, 2010, the proposal for the Allen Water filtration Plan residuals removal and disposal to E.T. Technologies, Inc. in the amount of \$83,520.00 for disposal of approximately 1,600 cubic yards of production.

RECOMMENDED ACTION

The Englewood Water and Sewer Board, at their February 11, 2014 meeting, recommended Council approval, by motion, of the proposal for the Allen Water Filtration Plant residuals removal and disposal to Secure On-Site Services USA (formerly Next Generation Solutions, LLC), the lowest acceptable bidder, in the amount of \$174,635.06. for disposal of 750 cubic yards of production.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Alum residuals are produced by the settling process and filter backwashing. Residuals build up in the washwater reservoir and the settled solids are pumped out by the sludge-handling barge. It then goes into the belt press, which dewateres the residuals. This process allows us to stockpile up to 2,000 cubic yards of residuals annually.

Residuals are produced year-round, and it is imperative that the residuals be processed when the weather is amenable and stored until disposal. Storage space has since run out, and the Allen Filter Plant needs to dispose of these residuals in the quickest, most economical and legally compliant method.

The dewatering process concentrates a naturally occurring radioactive material (NORM), also known as technologically enhanced radioactive material (TERM) that falls under State Health Department requirements with EPA guidelines. For a comparison of relative radiation exposure - standing next to the residuals pile for 6 months produces 1 - 2 mrem/year, watching TV produces 1 mrem/year and living in a brick or stone house produces 7 mrem/year (information provided by Joseph Cattafe of CDM). Residuals disposal has been an on-going challenge and debate with EPA for the past several years for Colorado Front Range utilities.

The disposal site must be approved by the State Health Department as an allowed site for properly disposing of residuals resulting from normal sludge removal operations at the Allen Water Filter Plant.

FINANCIAL IMPACT

Secure On-Site Services USA (formerly Next Generation Solution, LLC) is the recommended acceptable bidder at \$174,635.06 for one year's production (750 yards). The Utilities Department budgeted \$220,000.00 in account #40-1603-55201 in the 2014 Budget for this project. Utilities staff reviewed the bids and did a technical evaluation deeming Secure On-Site Services USA the lowest, acceptable bid.

LIST OF ATTACHMENTS

Contract

Bid Tabulation Sheet

Approved minutes from February 11, 2014 Water and Sewer Board meeting

CONTRACT

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this 10th day of January, 2014, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Secure On-Site Services USA LLC whose address is 555 17th Street, Suite 900, Denver, CO 80202, ("Contractor"), commencing on the 10th day of January, 2014, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: Allen Water Filtration Plant Residuals Removal & Disposal Service

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of Utilities to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore, and

WHEREAS, pursuant to said recommendation, the Contract has been awarded to the above named Contractor by the Mayor and City Council and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid and the work to be performed under this contract, the parties mutually agree as follows:

- A. Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached or incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full:

Invitation to Bid
Contract (this instrument)
Insurance

- B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.
- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **ten (10) days** from being notified to commence work by the Director of Utilities and agrees to fully complete said work by **August 1, 2014**, plus such extension or extensions of time as may be granted by the Director of Utilities in accordance with the provisions of the Contract Documents and Specifications.

- D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.
- E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.
- F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.
- Notwithstanding the above, the Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of breach of the award by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor is determined.
- G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being one hundred seventy-four thousand six hundred thirty-five dollars and 6/100 (~~\$174,635.06~~). A 10% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.

- H. Appropriation of Funds: At present, \$174,635.06 has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.
- I. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.
- J. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET.SEQ. REGARDING HIRING OF ILLEGAL ALIENS

- (a) **Employees, Contractors and Subcontractors**: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor 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**: Contractor 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. Contractor 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 Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

(1) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

(d) Duty to Comply with State Investigation: Contractor 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 Contractor's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Contractor 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.

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

CITY OF ENGLEWOOD

By: _____

Date: _____

ATTEST: _____
City Clerk

SECURE ON-SITE SERVICES USA LLC
Contractor (print company name)

By: _____

(Signature)
GLENN CURTIS RHEA, MGR OF ENV. SVCS
(Print name and Title)

Date: 1/10/14

STATE OF Colorado,
COUNTY OF Wapahute ss.

On this 10th day of January, 2014, before me personally appeared Glenn Curtis Rhea, known to me to be the Manager of Secure On-Site Services USA LLC, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: 11-08-2016

KERRY BUSH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964018041
MY COMMISSION EXPIRES NOVEMBER 8, 2016

City of Englewood Bid Tabulation Sheet

Bid Opening Date: November 21, 2013 2:00 P.M. MST

Apparent Low Bidder

ITEM BID: IFB-13-020 Allen Water Filter Plant Residuals Removal & Disposal Service

Vendor	Unit Cost 750 CY	Total Cost 720 CY	Unit Cost 2,000 CY	Total Cost 2,000 CY	Unit Cost 4,000 CY	Total Cost 4,000 CY	Exceptions:
Parker AG Services, LLC							
53036 Highway 71							
Limon, CO 80828							
749-775-9870							
Robert Harlow, Jr. - General Manager	\$ 400.00	\$ 300,000.00	\$ 395.00	\$ 790,000.00	\$ 390.00	\$ 1,560,000.00	
Next Generation Solutions, LLC							
10290 S Progress Way, Ste 205							
Parker, CO 80134							
303-353-1979							
Kurt Rhea - CEO	\$ 232.85	\$ 174,635.06	\$ 225.95	\$ 451,894.20	\$ 223.67	\$ 894,698.40	

**WATER & SEWER
MINUTES
TUESDAY, FEBRUARY 11, 2014**

Present: Oakley, Wiggins, Habenicht, Waggoner, Burns, Penn, Olson, Lay, Gillet,
Moore

Absent: None

Also present: Stewart Fonda, Director of Utilities
John Bock, Manager of Administration
Tom Brennan, Utilities Engineer
Mitch Riley, Distribution Collection Supt.

The meeting was called to order at 5:00 p.m.



1. MINUTES OF THE JANUARY 14, 2014 MEETING.

The Board reviewed the Minutes of the January 14, 2014 meeting. A correction was noted.

Motion: To approve the Minutes of the November 12, 2014 Water Board meeting
as corrected.

Moved: Habenicht **Seconded:** Waggoner

Motion approved unanimously.



2. GUEST: MAUREEN FOLEY - 590 PENNWOOD CIR.

The owner of 590 Pennwood Cir., Maureen Foley, Appeared to discuss damages that resulted from a City water main break on December 8, 2013 and request compensation. Belfor Property Restoration responded for cleanup and is authorized by the City to perform flood cuts to enable



4. WATER AND SEWER TAP CREDITS AT KENT PLACE

Eric Chekal and Kevin Foltz appeared to request that the full amount of the water and sewer tap credits be refunded to Regency, Continuum and Forum, to be divided according to the percentage of acres owned. Regency claims they were not aware of the water and sewer connection credits at the time applications and fees were submitted.

The Denver Seminary land was purchased by Continuum Partners and carried with it water and sewer tap credits which could have been applied as various builders requested taps from the City. Continuum sold the residential portion of the land to the Forum Co. and the commercial section to Regency Co. and entered a partnership with Regency. Regency Centers then instructed the City to withhold the tap credits and collect water and sewer tap fees from the various builders, which the City did.

It is the City Attorney's position that refunds shall be made first to the businesses or individuals who unnecessarily paid for the taps on this site. To receive a refund, the owners must submit a written agreement signed by each party and the four business owners that have paid tap fees to the City, clearly stating that the payees are waiving their rights to a refund and authorizing payment to the owner of Kent Place Properties.

District Court would be the next step for remediation if all parties do not agree. It was noted that unused tap credits will not be reimbursed.



5. ALUM SLUDGE REMOVAL.

Tom Brennan appeared to discuss alum residuals produced by the settling and filter backwashing process. Residuals are produced year-round and processed and stored until disposal. Storage space has since run out, and the Allen Filter Plant needs to dispose of these residuals. Bids were received by two vendors. Secure On-Site Services USA is the recommended acceptable bidder at \$174,635.06 for one year's production of 750 yards.

Tom Brennan noted that the Utilities Department staff is working with the State Health Department and alternate landfills for alternative solutions for disposing of alum sludge. Disposing of the 750 yards will allow a year to investigate alternatives for a cheaper solution and longer contracts.

Motion: To recommend Council approval, by motion, of the proposal for the Allen Water filtration Plant residuals removal and disposal to Secure On-Site Services in the amount of \$174,635.06 for disposal of 750 cubic yards of production.

Moved: Waggoner **Seconded:** Gillet

Motion passed unanimously.

6. WEBSITE COMMENT FORM.

The Board received a copy of a comment form that was submitted to the City Manager's office from a citizen noting an improvement in water quality.

7. WATER AND SEWER BACKUP REMEDIATION POLICY.

The Board noted they would like to discuss the existing water and sewer main backup remediation policy at a future meeting.

The meeting adjourned at 6:20 p.m.

The next meeting will be Tuesday, March 11, 2014 at 5:00 in the community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2014

COUNCIL BILL NO. 14
 INTRODUCED BY COUNCIL
 MEMBER _____

A BILL FOR

AN EMERGENCY ORDINANCE CREATING A MORATORIUM ON THE
 ESTABLISHMENT OF ANY NEW MEDICAL MARIJUANA BUSINESS WHICH
 MANUFACTURES OR CULTIVATES MEDICAL MARIJUANA.

WHEREAS, the Englewood City Council received complaints concerning posting and criteria for businesses which manufacture or cultivate medical marijuana at the meeting of February 18, 2014; and

WHEREAS, Council made a motion to implement an emergency ordinance creating a moratorium on the establishment of medical marijuana businesses which manufacture or cultivate medical marijuana; and

WHEREAS, Council desires a six month moratorium on any future applications for any Medical Marijuana businesses which manufacturer or cultivate medical marijuana to evaluate the City's current posting requirements and criteria for such businesses; and

WHEREAS, staff will evaluate this information and forward it on to the Englewood Liquor and Marijuana Licensing Authority for recommendations ultimately to City Council; and

WHEREAS, the moratorium allows the two current applicants for the Medical Marijuana Optional Premises Cultivation licenses to be reviewed by the Englewood Liquor and Medical Marijuana Licensing Authority; and

WHEREAS, if the Englewood Liquor and Medical Marijuana Authority finds that the current applicants for the Medical Marijuana Optional Premises Cultivation Licenses were posted incorrectly, they will be allowed to correct the posting immediately.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT THERE SHALL BE A MORATORIUM FOR THE MEDICAL MARIJUANA OPTIONAL PREMISES CULTIVATION LICENSES.

Section 1. An emergency is hereby declared requiring immediate passage of this Ordinance for the immediate preservation of the public property, health, peace and safety; it is hereby declared that an emergency exists and that this Ordinance shall take effect upon its final passage.

Section 2. The moratorium allows the two current applicants for the Medical Marijuana Optional Premises Cultivation Licenses to be reviewed by the Englewood Liquor and Medical Marijuana Licensing Authority to determine if they had posted their Public Hearing Notices correctly and if found incorrect, they will be allowed to correct the posting immediately.

Section 3. The moratorium declares a six month moratorium on any future Medical Marijuana Optional Premises Cultivation License applications.

Section 4. During said moratorium the City Council directs City staff to develop appropriate recommendations to Council, consistent with the Constitutional Amendment language and State regulations.

Section 4. The City Council finds the provisions of this Ordinance are temporary in nature and are intended to be replaced by subsequent legislative enactment so that the moratorium or temporary suspension as specified in this Ordinance shall terminate after September 4, 2014.

Introduced, read in full, and passed on first reading as an emergency Ordinance on the 3rd day of March, 2014.

Published by Title as an Emergency Bill for an Ordinance in the City's official newspaper on the 7th day of March, 2014.

Published as an Emergency Bill for an Ordinance on the City's official website beginning on the 5th day of March, 2014 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 an Emergency Bill for an Ordinance, introduced, read in full, and passed on first reading on the 3rd day of March, 2014.

Loucrishia A. Ellis