

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, July 20, 2015
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 July 6, 2015.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
 - a. The Englewood High School Future Business Leaders of America (FBLA) team will be present to provide an update on the National FBLA Conference in Chicago.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.
8. Communications, Proclamations, and Appointments.

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

9. Consent Agenda Items
 - a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 27, making changes to the NonEmergency Employees Retirement Plan (NERP).
 - ii. Council Bill No. 30, authorizing an intergovernmental agreement with Arapahoe County for the November 3, 2015 Coordinated Election.
 - iii. Council Bill No. 31, authorizing an intergovernmental agreement with Arapahoe County for installation of a mail ballot drop-off box along with video security surveillance recording system at the Englewood Civic Center.
 - c. Resolutions and Motions.
10. Public Hearing Items. (No Public Hearings scheduled.)
11. Ordinances, Resolutions and Motions.
 - a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 23, vacating The Broadway Planned Development.
 - ii. Council Bill No. 28, authorizing a ballot question on the November 2015 ballot seeking the approval of the requested lease/sale of property.
 - iii. Council Bill No. 29, authorizing a ballot question on changes to special election timeframe restrictions.
 - iv. Emergency Council Bill No. 32, authorizing a certificate of participation refund for the Englewood Civic Center.
 - c. Resolutions and Motions.
12. General Discussion.
 - a. Mayor's Choice.
 - b. Council Members' Choice.

13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 27
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 16, SUBSECTION 3, OF THE ENGLEWOOD MUNICIPAL CODE 2000, ENTITLED "CITY OF ENGLEWOOD NONEMERGENCY EMPLOYEES RETIREMENT PLAN AND TRUST AS AMENDED AND RESTATED EFFECTIVE DECEMBER 31, 2012".

WHEREAS, the City Council has consistently updated the NonEmergency Retirement Plan (NERP) to insure it complies with Internal Revenue Service (IRS) requirements; and

WHEREAS, the proposed ordinance does not substantially change the current level of pension benefits for the NonEmergency Employees Retirement Plan participants; and

WHEREAS, the proposed ordinance makes changes required by the Internal Revenue Service (IRS) in order to comply with standards necessary for the IRS Letter of Determination; and

WHEREAS, the NonEmergency Employees Retirement Board voted unanimously to support the amendments.

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 3, Chapter 4, Section 16, Subsection 3, of the Englewood Municipal Code 2000 to read as follows:

CITY OF ENGLEWOOD NONEMERGENCY EMPLOYEES RETIREMENT PLAN AND TRUST AS AMENDED AND RESTATED EFFECTIVE DECEMBER 31, 2012*

3-4-16: Limitations.

3-4-16-3: Annual Benefit and Contribution Limits.

The Plan incorporates by reference the requirements of Code Section 415 and final regulations interpreting Code Section 415, as applicable to this governmental retirement plan. The cost-of-living increase of Code Section 415(d) shall continue to apply to increase the dollar benefit limit of Code Section 415(b) after the Member's severance from employment. The limitation on contributions of Code Section 415(c) shall apply to Member contributions that are made to the DROP account, as described in Section 3-4-7-8(I). The limitation year is the calendar year.

Solely for purposes of applying Code Section 415(c) limits, compensation is defined as wages within the meaning of Code Section 3401(a), plus amounts that would be included in wages but for an election under Code Section 125(a), 132(f)(3), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b), all as described in Treas. Reg. Section 1.415(c)-2.

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

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

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

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

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

Introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of July, 2015 for thirty (30) days.

Read by title and passed on final reading on the 20th day of July, 2015.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 23rd day of July, 2015.

Published by title on the City's official website beginning on the 22nd day of July, 2015 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

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 2015.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 30
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY CLERK AND RECORDER AND THE CITY OF ENGLEWOOD, COLORADO, TO CONDUCT A COORDINATED ELECTION ON NOVEMBER 3, 2015.

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the City of Englewood has participated with Arapahoe County in conducting coordinated elections since 1993; and

WHEREAS, Arapahoe County and the City of Englewood have determined that it is in the best interest of the taxpayers and the electors to conduct a Coordinated Election on November 3, 2015; and

WHEREAS, the City shall provide the Coordinated Election Official with a copy of the ordinance stating that the City has adopted the exclusive use of Title 1 of the Colorado Election Code and that the City will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement; and

WHEREAS, the ordinance shall further authorize the presiding officer of the City or other designated person to execute this Agreement; and

WHEREAS, Arapahoe County and the City of Englewood desire to set forth their respective responsibilities for the Coordinated Election pursuant to the Intergovernmental Agreement.

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

Section 1. The Intergovernmental Agreement for Coordinated Election is attached hereto as "Exhibit A". The Intergovernmental Agreement for Coordinated Election is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to sign said Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015.

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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 2015.

Loucrishia A. Ellis

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ARAPAHOE COUNTY CLERK AND RECORDER

AND

CITY OF ENGLEWOOD

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

**NOVEMBER 3, 2015
COORDINATED ELECTION**

**PREPARED BY:
MATT CRANE
ARAPAHOE COUNTY CLERK AND RECORDER
5334 S. PRINCE STREET
LITTLETON, COLORADO 80120
303-795-4239**

THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, on behalf of the Arapahoe County Clerk and Recorder (hereinafter referred to as the "County") and City of Englewood (hereinafter referred to as the "Jurisdiction") (hereinafter collectively referred to as the "Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to section 1-5-401, C.R.S. shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a Coordinated Election on November 3, 2015; and

WHEREAS, such agreements are authorized by State law.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with Arapahoe County for this purpose and may include municipalities, school districts, and special districts within the Arapahoe County limits and the State of Colorado.

The Arapahoe County Clerk and Recorder shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction hereby identifies Loucrishia Ellis as its Designated Election Official (hereafter "DEO").

FURTHER, the Parties agree as follows:

SECTION I. PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS:

- A. **“Address Library Report”** means the address report from the Secretary of State voter registration system (hereinafter **“SCORE”**) which defines street addresses and precincts within the jurisdiction.
- B. **“Coordinated Election Official”** (hereinafter **“CEO”**) shall mean the County Clerk and Recorder who shall act as the **“coordinated election official,”** as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- C. **“Colorado Election Code”** or **“Code”** means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- D. **“Coordinated Election”** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Coordinated Election Official for the jurisdictions.
- E. **“Contact Officer”** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- F. **“Designated Election Official”** (hereinafter **“DEO”**) means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.
- G. **“General Election”** means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.
- H. **“IGA”** or **“Agreement”** means this Intergovernmental Agreement between the County and the Jurisdiction for election coordination.

- I. **“Jurisdiction”** means a political subdivision as defined in § 1-7.5-116, C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to [Coordinating Entity Name].
- J. **“Mail Ballot Packet”** means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, a secrecy envelope, and a return envelope. § 1-7.5-103(5), C.R.S.
- K. **“Post Election Audit”** means such audit as set forth substantially in the Colorado Election Code.
- L. **“Precinct”** means an area with established boundaries within a jurisdiction used to establish election districts.
- M. **“Proposed Jurisdiction”** means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.
- N. **“Regular Biennial School Election”** means the election held on the first Tuesday in November of each odd-numbered year.
- O. **“SOS”** means State of Colorado Secretary of State.
- P. **“SOS Election Calendar”** means the most recent election calendar as published on the SOS website located at www.sos.state.co.us and attached hereto as Attachment B and incorporated herein by this reference.

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices if required.
- B. Nothing herein shall be deemed or construed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election.

- C. All parties shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties, as well as to the time guidelines schedule as attached hereto as these relate to the election.
- D. All parties shall enforce all provisions of the Fair Campaign Practices Act as they may apply to the conduct of the election.

1.03 JURISDICTIONAL LIMITATION

- A. The Jurisdiction encompasses territory within Arapahoe County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Arapahoe County.
- B. Where the Jurisdiction is entirely contained within Arapahoe County, the CEO has authority in setting ballot order and number. When the Jurisdiction is split among more than one county, the Jurisdiction agrees to coordinate with the CEO prior to agreeing upon ballot order or numbering.

SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES

The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

2.01 THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION:

- A. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).
- B. Designate a Contact Officer with the specific duty of assisting with the election of the Jurisdiction (such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO).
- C. Adhere to all applicable provisions of the Colorado Election Code that are necessary or appropriate to the performance of the above duties.

- D. Use the Address Library Report and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.
- a. Provide the Jurisdiction with an Address Library Report which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data.
 - b. County will verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- E. Deliver a proposed election plan to the Secretary of State no later than 90 days prior to the Election.
- F. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.
- G. Lay out the text of the official ballots in a format that complies with the Code. (See also Section 1.03 (B) herein).
- H. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- I. Mail the ballot packets as required by the Code.
- J. Make available a certified list of registered voters on or before the deadline as set forth within Attachment B.
- K. Appoint, instruct, oversee, and administer the payment of the judges of the election.
- L. Coordinate, instruct, and oversee the Canvass Board.
- M. Prepare and run the required Logic and Accuracy test deck, along with a test deck provided by the Jurisdiction.

- N. If applicable, provide daily business day pick-up of the sealed ballot container(s) containing voted ballots from all assigned locations. Provide replacement sealed empty ballot container(s).

- O. Publish and post the required legal notices pursuant to § 1-5-205(1) and § 1-7.5-107(2.5)(a)(I), C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, and/or candidates on or before the deadline as set forth within Attachment B.

- P. CEO will refer members of the public and press to the DEO regarding specific questions about candidates or ballot questions.

- Q. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.

- R. Establish and maintain mail ballot drop-off locations and designate and operate Voter Service and Polling Centers as required by and in conformance with the Colorado Election Code.

- S. Maintain a list of names and precinct numbers of eligible electors together with the date on which the mail ballot was sent and the date on which the mail ballot was returned or cast.

- T. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.

- U. Conduct a recount of the ballots where the final ballot tabulation results are close enough to require a recount by law, or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.

- V. Provide unofficial results of the election on election night by telephone or electronic transmittal upon request.

- W. In conjunction with the Jurisdiction, prepare and run the required Post Election Audit before certifying election results.

- X. Conduct a canvass of the votes and certify the results of the Jurisdiction's election within the time required by law and forthwith provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.
- Y. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement. Within sixty (60) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment.
- Z. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's administration of the election for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on County expenditures relative to the Election.
- AA. Store all election records as required by the Code in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

2.02 THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION AND TABOR NOTICE (IF REQUIRED):

- A. DEO shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- B. Identify a DEO to act as liaison between the Jurisdiction and the CEO.
- C. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine controlling county for purpose of setting up shared races, issues, and questions in coordinated elections. (See Section 1.03 (B) herein).
- D. The Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the exclusive use of Title 1 of the Colorado Election Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.
- E. The Jurisdiction confirms that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this Coordinated Election. See Attachment A.

- F. The IGA must be returned to the CEO with all signatures executed on or before the deadline as set forth within Attachment B in order to enter into an intergovernmental agreement, per the Code.
- G. Use the Address Library Report provided by the County to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to electors, the information contained in the Address Library Report must be accurate. If the street list information and/or certification are not provided by the date specified in Attachment C, the Jurisdiction may not participate in this Coordinated Election.
- H. Identify any errors, omissions, and/or corrections to the street ranges used to define Jurisdictional boundaries, in writing eighty (80) days prior to Election Day.
- I. Provide CEO certification of the accuracy of the Address Library Report including any changes, additions, or deletions to be made to the street ranges and return with signed IGA on or before the deadline as set forth within Attachment B.
- J. A Proposed Jurisdiction, not already identified by a tax authority code in the County Assessor's records, will provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. In the event residential addresses are not available, the Proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.
- K. Provide CEO certification of any annexations, inclusions, and/or exclusions, to the Jurisdiction, including all supporting documents, on or before eighty (80) days prior to Election Day.
- L. Review all petition information and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed, the DEO shall certify the candidate to the ballot and, if the election is a Coordinated Election, so notify the CEO.
- M. Jurisdiction is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per § 1-40-105(1), C.R.S.

- N. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to the DEO or a person designated by the Jurisdiction to respond to correspondence and calls, which person the DEO shall identify and designate at least forty-five (45) days prior to the election. The DEO and/or the person so designated by the DEO shall respond to correspondence and calls within a reasonable time after being notified of the same by the CEO.
- O. Determine the ballot title and text. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the County Election Department) in a plain text format on or before the deadline as set forth within Attachment B. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city/town charter), ballot issues, and/or ballot questions shall be final and the CEO will not be responsible for making any changes after the certification, except those prescribed by statute. Due to limitations in the voting software, the CEO will not accept text that includes, but is not limited to, bold, italic, underline, bullets, tables, strikethrough or indentations. All caps are reserved for TABOR issues only per the Code.
- a. The Jurisdiction shall defend and resolve at its sole expense all challenges relative to the candidates, ballot issues and/or ballot questions as certified to the County for inclusion on the ballot.
- P. Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County. This information shall be left in a voice message recording at (303) 734-5365 and shall include the candidate name, jurisdiction and title of office. Candidate information must be provided by the date specified in Attachment C.
- Q. Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the ballot content has been certified, may result in its candidates, issues, or questions not being on the ballot for the election.
- R. Within one business day of receipt, proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written notice (electronic format) of acceptance before the printing of the ballots and TABOR notice (if applicable).

- S. Prepare, hand-count, and deliver to the CEO, the required test deck of ballots for testing the electronic vote counting equipment by the date specified.
- T. For elections where owning property in the Jurisdiction is a requirement for voting in the election, utilize the online inquiry terminal to access the State of Colorado and Arapahoe County voter registration records to confirm voter registration and verify "property ownership" information.
- U. Provide the CEO with an initial and supplemental certified list of "property owners" (if applicable) eligible to vote in the election, as determined by the Jurisdiction, who:
- a. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Arapahoe County ("Out of County" property owners); or,
 - b. Own property within the Jurisdiction, appear on the Arapahoe County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Arapahoe County ("In County" property owners).
 - c. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's voter identification number (if applicable), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and Arapahoe County precinct number, if applicable.
- V. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice required by § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County for its records.
- W. Notify the CEO within twenty-four hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount the cost of the recount will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S.
- X. Within sixty (60) days from the date of receipt of an invoice relating to the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR

Notice (if required), and all other election expenses, the Jurisdiction shall remit to the County the total payment.

- Y. Pay any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations relating to the Jurisdiction's participation in the Coordinated Election.

2.03 TABOR

- A. If the election includes a ballot question and/or issue governed by Colorado Constitution, Article X, Section 20, ("TABOR"), the County shall perform the following tasks in relation to the TABOR Notice:
 - a. Certify the complete number of registered electors and/or household addresses with one or more active registered voters, within the Arapahoe County portion of the Jurisdiction in accordance with the dates in Attachment B.
 - b. Determine the "least cost" method for mailing the TABOR Notice package. Nothing herein shall preclude the County from sending the TABOR Notice or Notice package to persons other than electors of the Jurisdiction if such transmittal arises from the County's efforts to mail the TABOR Notice package at the "least cost."
 - c. Include the text, and provide a proof as written and in the order submitted, in accordance with the TABOR requirements for the TABOR Notice. Coordinate and mail the TABOR Notice package in the time frame as required by law.
 - d. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the County's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the County's total expenditures relative to the TABOR Notice.
- B. If the election includes a ballot question and/or issue governed by Colorado Constitution, Article X, Section 20, ("TABOR"), the Jurisdiction shall perform the following tasks in relation to the TABOR Notice:
 - a. Publish all required legal notices for the Jurisdiction's ballot questions/ballot issues, other than the notice that is required by § 1-5-205, C.R.S. that is published no later than 10 days before the election, which covers all pertinent

information required by statute. A copy of such published legal notice shall be submitted to the County for its records.

- b. Comply with the provisions of the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), and the time guidelines schedule, as these relate to the election in the Jurisdiction, unless superseded by other legal authority.
- c. Receive petition representative's written summary of comments relating to ballot issues/ballot questions.
- d. The Jurisdiction shall certify a final and exact text and summary of comments concerning its ballot issues and/or ballot questions, along with the required fiscal information to the County, on portable data storage device or email (with receipt confirmed by the Election Department) in Microsoft Word and with a paper copy, within one business day of receipt, for inclusion in the TABOR Notice mailing as required by Section 20 of Article X of the Colorado Constitution. The process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments, as required by Section 20 of Article X of the Colorado Constitution, is the sole responsibility of the Jurisdiction. The certified text, summary of comments and fiscal information shall be final and the County will not be responsible for making any changes after the certification.
- e. The Jurisdiction shall defend and resolve, at its sole expense, all challenges relative to the TABOR Notices certified to the County for inclusion in the TABOR Notice package for its election.

SECTION III. CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

- A. In the event that the Jurisdiction resolves not to hold the election, then notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred both before and after the CEO's receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment B), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

- A. The Parties acknowledge that this Agreement constitutes the sole and entire Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

- A. In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

4.06 TIME OF ESSENCE.

- A. Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment C or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

- A. The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

- A. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD PARTY BENEFICIARIES.

- A. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 GOVERNING LAW: JURISDICTION AND VENUE

- A. Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the County of Arapahoe, State of Colorado.

4.11 SEVERABILITY

- A. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

4.12 ATTACHMENTS.

- B. The following attachments are incorporated herein by this reference.

Attachment A 2015 Cost Estimates
Attachment B SOS Election Calendar (subject to updates)
Attachment C Arapahoe County Key Election Dates

END OF PAGE

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

Nancy N. Sharpe, Chair	Date
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Matt Crane, Coordinated Election Official	Date
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City of Englewood

By: Randy P. Penn	Date
Title: Mayor	

Loucrishia Ellis, Designated Election Official	Date
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ARAPAHOE COUNTY
COLORADO'S FIRST

**ATTACHMENT A
CITY OF ENGLEWOOD - COST ESTIMATE
2015 COORDINATED ELECTION**

Cost Estimate Based On:

Active Registered Voters	17,219
Coordinating Entities	15
2013 Turnout	44.3%
Estimated Election Day Turnout	76
Estimated Mail-In Turnout	7,552
Estimated Households for TABOR	11,611
Estimate UOCAVA Voters	99

Mail Ballot Costs

<u>Ballot Materials & Processing</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
Outer Envelopes	17,219	\$ 0.05	\$ 860.95
Return Envelope	17,219	\$ 0.14	\$ 2,324.57
Ballot Packets	17,219	\$ 0.80	\$ 13,775.20
Supplemental Packets Processing	3	\$ 30.00	\$ 90.00
Instruction Sheets	17,219	\$ 0.04	\$ 602.67
Secrecy Sleeve	17,219	\$ 0.04	\$ 688.76
Pre-Marked Test Deck	1	\$ 110.16	\$ 110.16
Car Rental	7,552	\$ 0.06	\$ 431.79
Ballot Team Mileage	7,552	\$ 0.01	\$ 57.35

Sub Total \$ 18,941.44

Postage

Freight Charges	17,219	\$ 0.0012	\$ 20.65
Postage Out-Bound	17,219	\$ 0.10	\$ 1,727.07

Sub Total \$ 1,747.71

Mail Ballot Temp Personnel Costs

<u>Mail Ballot Temp Personnel Costs</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
Ballot Processing Temp Staff	7,552	\$ 0.81	\$ 6,150.03
Signature Verification Temp Staff	7,552	\$ 0.09	\$ 678.31
Temp Staff Background Check	7,552	\$ 0.04	\$ 283.22

Sub Total \$ 7,111.56

Mail Ballot Election Expense Estimate \$ 27,800.71

Mail Ballot Cost per Vote Cast	\$ 3.68
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ATTACHMENT A - CONT.

VSPC Costs

<u>Equipment & Supplies</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
WIFI Connection	76	\$ 0.04	\$ 2.87
Laptop Computers	76	\$ 4.02	\$ 306.97
iPad Rental	76	\$ 0.74	\$ 56.29
Machine Seals	76	\$ 0.08	\$ 6.30
Dymo Labels	76	\$ 0.01	\$ 0.63
VSPC Supplies	76	\$ 0.58	\$ 44.08
VSPC Ballots	76	\$ 2.91	\$ 221.87
Blank Stock for BOD	76	\$ 0.27	\$ 20.97
Toner for BOD	76	\$ 0.59	\$ 45.34
Provisional Ballot Envelope	76	\$ 0.21	\$ 15.68
Machine Delivery	76	\$ 0.52	\$ 39.92
		Sub Total	\$ 760.91

<u>Personnel Costs</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
VSPC Election Judges	76	\$ 6.52	\$ 497.45
Election Judge Background Check	76	\$ 0.88	\$ 67.19
		Sub Total	\$ 564.65

VSPC Election Expense Estimate \$ 1,325.56

VSPC Cost per Vote Cast	\$ 17.38
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Other Costs

<u>Additional Costs</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
Ballot Bridging	1	\$ 80.00	\$ 80.00
UOCAVA Online Ballot Marking Tool	99	\$ 0.01	\$ 0.99
		Sub Total	\$ 80.99

<u>Notices</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
TABOR Printing	11,611	\$ 0.36	\$ 4,179.96
TABOR Postage	11,611	\$ 0.10	\$ 1,161.68
Notice of Election	1	\$ 60.00	\$ 60.00
		Sub Total	\$ 5,401.64

Total Election Expense Estimate	\$ 34,608.90
Less Cost Shared by Coordinating School Districts & State	\$ (17,685.35)

Estimate of Total Due to Arapahoe County \$ 16,923.55

Attachment B.

2015 Election Calendar

December, 2014		
3-December (Wednesday)	First date for meeting of the title board. (No sooner than the first Wednesday in December after an election).	1-40-106(1)
4-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and complete statutory recounts, if any. (30 days after the General Election)	1-10-103(2) 1-10.5-102(2)
5-December (Friday)	Last day an interested party may request a recount of the results of the General Election at their own expense. (Within 31 days after the election)	1-10.5-106(2)
11-December (Thursday)	Last day to complete a requested recount by an interested party. (No later than the 37th day after the General Election)	1-10.5-106(2)
January, 2015		
2-January (Friday)	Last day for Secretary of State to generate a list of electors showing who voted and who did not vote in the election.	1-2-305 1-1-106(5)
9-January (Friday)	Last day for state office holders/appointees to file personal financial disclosures, or update form.	24-6-202(4) 1-1-106(5)
14-January (Wednesday)	Last day for General Assembly to convene 2015 regular session.	Art. V, Sect. 7
February, 2015		
2-February (Monday)	Deadline for the county clerk and recorder to provide the county chairpersons of the major political parties with a list of records cancelled under the NVRA. (no later than 90 days after the general election)	1-2-605(8)
27-February (Friday)	Deadline for the Secretary of State to distribute a free list of who voted in the 2014 general election to each major and minor political party. (no later than March 1 following the general election)	1-2-305(4); 1-1-106(5)
April, 2015		
3-April (Friday)	Last day to submit a draft to the Secretary of State of a 2015 proposed initiative to be heard by the Title Board if the initiative is to be voted on in November. (by 3:00pm, 12 days before the last Title Board Hearing)	1-40-106(1)
15-April (Wednesday)	Last Title Board Hearing for measures that will appear on the 2015 Coordinated election ballot.	1-40-106(1)
May, 2015		
14-May (Thursday)	The General Assembly must adjourn no later than this date. (regular sessions must not exceed 120 calendar days)	Art. V, Sect. 7
June, 2015		
1-June (Monday)	Last day for the Secretary of State to notify county clerks of qualified political organizations' loss of qualified status. (no later than June 1 of each odd-numbered year)	Rule 3.7
July, 2015		
24-July (Friday)	If a political subdivision has taken formal action to participate in the Coordinated Election, it must notify the county clerk in writing. (100 days before the election, if the governing body has taken formal action)	1-7-116(5) 1-1-106(5)
August, 2015		
3-August (Monday)	Last day to file an initiative petition with the Secretary of State for the 2015 Coordinated Election. (no later than 3:00 PM, at least 3 months before the election)	Art. V, Sect. 1(2) 1-40-108
3-August (Monday)	Last day to file an addendum to a previously filed initiative petition that was deemed insufficient. (within 15 days after determination of insufficiency, but no later than 3:00pm at least 3 months before the election)	Art. V, Sect. 1(2); 1-40-117(3)(b)
5-August (Wednesday)	Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (no later than 90 days before the election)	1-7.5-105(1) Rule 7.1.1
5-August (Wednesday)	Last day to designate Voter Service and Polling Centers and Drop Off Locations for the 2015 Coordinated election and submit accessibility surveys to the Secretary of State. (no later than 90 days before the election)	Rule 7.9
5-August (Wednesday)	First day a candidate for the office of school district director may circulate a nomination petition. (no sooner than 90 days before the election)	1-4-803(1)(b)
20-August (Thursday)	Last day for the Secretary of State to give written approval or disapproval to a submitted mail ballot plan, if the plan was filed on August 5th. (within 15 days after submission of the plan)	1-7.5-105(2)(a) Rule 7.1
25-August (Tuesday)	Deadline for the county clerk and coordinating political subdivisions to sign intergovernmental agreements for the 2015 Coordinated Election. (no later than 70 days before the election)	1-7-116(2)

2015 Election Calendar

28-August (Friday)	Last day for candidates for the office of school district director to file a nomination petition. (no later than 67 days before the election)	1-4-803(2)
31-August (Monday)	Last day to file an affidavit of intent to run as a write-in candidate for a non-partisan coordinated election. (by close of business on the 64th day before the election)	1-4-1102(2)
September, 2015		
2-September (Wednesday)	Last day for the Secretary of State to Issue statements of sufficiency or insufficiency for Initiative petitions filed on August 3rd. (no more than 30 calendar days after the petition is filed)	1-40-116(2)
4-September (Friday)	Last day for the designated election official from each political subdivision that intends to conduct an election to certify the ballot content. If the election will be coordinated with the county, the certification must be delivered to the county clerk and recorder of each county that has territory within the political subdivision. (no later than 60 days before the election)	1-5-203(3)(a)
4-September (Friday)	Deadline for the county clerk to file security and contingency plans with the Secretary of State. (no later than 60 days prior to the first election where the procedures will be used)	1-5-616(5)(b)
4-September (Friday)	Deadline for the county clerk to begin video surveillance of designated areas for the Coordinated Election (at least 60 days before the election)	Rule 20.7.2
4-September (Friday)	Last day for the Secretary of State to send notice and certification of the Coordinated election ballot to the county clerks. (no later than the 57th day before the Coordinated Election)	1-5-203(1) 1-1-106(5)
9-September (Wednesday)	Last day for the designated election official to submit a mail ballot plan to the Secretary of State to conduct a nonpartisan election by mail ballot if the jurisdiction is not coordinating with the county clerk. (no later than 55 days before the election)	1-7.5-105(1)
18-September (Friday)	Last day to file pro/con comments pertaining to local ballot issues with the designated election official in order to be included in the ballot issue notice. (the Friday before the 45th day before the election)	1-7-901(4)
19-September (Saturday)	Deadline to send mail ballots to military and overseas electors. (no later than 45 days before the election)	1-8.3-110(1) 1-1-106(5)
21-September (Monday)	Last day for a petition representative to submit a summary of comments in favor of their local ballot issue. (no later than 43 days before the election)	1-7-903(3)
22-September (Tuesday)	Last day for the designated election official to deliver ballot issue notices to the county clerk. (no later than 42 days before the election)	1-7-904
24-September (Thursday)	Last day for the designated election official to order registration and property owner records for use by election judges in a local election that is not coordinated with the county. (no later than the 40th day before the election)	1-5-303(1) 1-5-304(1), (2)
24-September (Thursday)	Last day for the Secretary of State to give written approval to a mail ballot plan submitted by a designated election official for a nonpartisan election, if plan was filed on September 9th. (within 15 days after submission of the plan)	1-7.5-105(2)(a)
October, 2015		
2-October (Friday)	Last day to mail notice of election for ballot issues. (At least 30 days before a ballot issue election)	Art. X, Sect. 20(3)(b) 1-7-116 1-1-106(5)
2-October (Friday)	Last day for the Legislative Council staff to print and distribute the ballot information booklet for statewide measures to active registered voters. (At least 30 days before the election)	Art. V, Sect. 1(7.5)(b) 1-1-106(5)
2-October (Friday)	Deadline for the county clerk to provide initial registration lists, and county assessor to provide initial property owner's list ordered by political subdivisions. (first list provided by the 30th day before the election and the supplemental list provided the 20th day before the election)	1-5-303(1) 1-5-304 1-7.5-107(2)(a) 1-1-106(5)
9-October (Friday)	Deadline to complete changes in the boundaries or division of precincts for nonpartisan elections. (No later than 25 days prior to the election)	1-5-104(1)
12-October (Monday)	Last day to submit an application to register to vote through a voter registration drive for the Coordinated Election. (No later than 22 days before the election)	1-2-201(3)(b)(i)
12-October (Monday)	First day mail ballots may be sent to voters, except for UOCAVA voters.	1-7.5-107(3)(a)
14-October (Wednesday)	Deadline for the county clerk and recorder to provide supplemental registration lists, and county assessor to provide supplemental property owner's list ordered by political subdivisions. (no later than 20 days before the election)	1-5-303(1),(2) 1-5-304(1),(2) 1-7.5-107(2)(b)
14-October (Wednesday)	Last day for the designated or coordinated election official to publish notice of the Coordinated Election. (no later than 20 days before the election)	1-1-104(34) 1-5-205(1) 1-7.5-107(2.5)(a)(i)

2015 Election Calendar

14-October (Wednesday)	Deadline for the designated election official to mail a copy of the notice of election to the county clerk of each county in which the political subdivision is located if the election is not coordinated by the county. (no later than 20 days before the election)	1-5-205(1),(2)
14-October (Wednesday)	Last day to post Voter Service and Polling Center, Polling Location, and Drop-off signs for the Coordinated Election. (at least 20 days before the election)	1-5-106
16-October (Friday)	Deadline for the county clerk to send mail ballots to each active elector for the Coordinated Election. (no later than 18 days before the Election)	1-7.5-107(3)(a)(i)
19-October (Monday)	Last day to appoint board of canvassers for a nonpartisan election that is not coordinated by the county. If the election is coordinated, the canvass board will be appointed in accordance with the intergovernmental agreement. (At least 15 days before election)	1-10-201(1)
19-October (Monday)	Last day the designated election official for a municipal or special district election may mail a voter information card to each household. It may be included with the ballot issue notice. (no later than 15 days before a nonpartisan election)	1-5-206(2) 1-10-101
19-October (Monday)	Counting of mail ballots may begin. No results may be disclosed until after 7:00pm on Election Day. (15 days prior to the election)	1-7.5-107.5
23-October (Friday)	Equipment Inventory lists due to the Secretary of State. (no later than 10 days before use in the Logic & Accuracy Test and the Post-Election Audit Test)	Rule 11.2.3 1-1-106(5)
23-October 5-November.	The election notice must be posted in the designated election official's office. (at least 10 days before the election and until 2 days after the election)	1-5-205(1.3) 1-1-106(5)
26-October (Monday)	Last day to submit an application to register to vote through the mail, a voter registration agency, a local driver's license examination facility, or online to receive a mail ballot for the Coordinated Election. (through the 8th day prior to the election)	1-2-201(3)(b)(III)
26-October (Monday)	First day Voter Service and Polling Centers must be open (At least 8 days before and on election day, except Sunday)	1-7.5-107(4.5)(c)
27-October (Monday)	Elections Setup Records are due to the Secretary of State for the Coordinated Election. (No later than 5:00pm on the 7th day before the election)	Rule 11.4
30-October (Friday)	First day Drop-off locations must be open. (At least 4 days before election day, including Saturday)	1-7.5-107(4.3)(b)
November, 2015		
3-November (Tuesday)	Coordinated Election (Polls open 7:00am to 7:00pm. First Tuesday In November)	Art. X, Sect. 20(3)(a) 1-1-104(6.5) 1-7-101 1-41-102(1)
3-November (Tuesday)	All ballots must be in the hands of the county clerk by 7:00pm on election day in order to be counted. Ballots cast by military and overseas voters must be sent no later than 7:00pm on election day and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(II) 1-8.3-111 1-8.3-113 (1), (2)
5-November (Thursday)	Deadline for the Secretary of State to notify counties of the voting devices and races selected for auditing purposes. (Within 48 hours after the close of polls)	Rule 11.3.3(a)
5-November (Thursday)	Deadline for the county clerk to send missing signature, signature verification, and missing ID letters for mail and provisional. (within 3 days from signature/ID verification but no later than 2 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a)
12-November (Thursday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (no later than the 8th day after election day)	1-8.3-113(2) 1-1-106(4)
12-November (Thursday)	Last day for elector to cure signature discrepancy or missing signature, or to provide missing ID for mail and provisional ballot to be counted. (within 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) 1-1-106(4)
17-November (Tuesday)	Last day for verification and counting of provisional ballots to be completed. (within 14 days after election day)	1-8.5-105(5)
20-November (Friday)	Deadline to complete the canvass for the Coordinated Election. (no later than the 17th day after the election)	1-10-102(1)
20-November (Friday)	Deadline for the county clerk to report the results of the post-election audit to the Secretary of State. (no later than 5:00pm on the last day to canvass)	Rule 11.3.3(m)
20-November (Friday)	Deadline to submit official Abstract of Votes for the Coordinated Election to the Secretary of State. (no later than the 18th day after the election)	1-10-103 1-1-106(5)
December, 2015		
3-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and order appropriate recounts, if any. (No later than the 30th day after the Coordinated Election)	1-10-103(2) 1-10.5-102

2015 Election Calendar

4-December (Thursday)	First day the county clerk may stop video surveillance of designated areas for the Coordinated Election. (through at least 30 days after the election, unless there is a recount)	Rule 20.7.2
4-December (Friday)	Last day an interested party may request a recount of the results of the Coordinated Election at their own expense. (within 31 days after the election)	1-10.5-106 (2)
10-December (Thursday)	Last day to complete a requested recount. (no later than the 37th day after the Coordinated Election)	1-10.5-106 (2)
January, 2016		
4-January (Monday)	Deadline to be affiliated with a major or minor party to run as a party candidate. (Note: For major-party assembly designation, this deadline may be dictated by party rules.) Deadline to be unaffiliated to access the ballot by petition as an unaffiliated candidate.	1-4-601(4)(a) 1-4-801(3) 1-4-802(1)(g)(II) 1-4-1304(2)(b)
4-January (Monday)	Last day to affiliate with a political party in order to vote in the precinct caucus if held on March 1. (2 months before the precinct caucus)	1-3-101(1)
13-January (Wednesday)	General Assembly to convene 2016 regular session.	Art. V, Sect. 7
8-January (Friday)	Deadline to submit a petition to qualify as a minor political party. (Must be signed by at least 10,000 registered electors and submitted to the Secretary of State no later than the second Friday in January)	1-4-1302(1)
29-January (Friday)	Last day for Secretary of State to issue a statement of sufficiency/insufficiency regarding petition to qualify as a minor political party, if petition is received on January 8 (No later than 21 days after receipt)	1-4-1302(4)(b)
*	An insufficient petition to qualify as a minor political party may be amended once prior to 3 p.m. on the 7th day after the notice of insufficiency.	1-4-1302(4)(c)

Attachment C.

2015 Coordinated Election - Abridged Calendar Key Dates for Coordinating Jurisdictions

Resource provided by Arapahoe County Elections. Use this as a reference guide only.
Always refer to the Colorado Constitution, Revised Statutes and Secretary of State rules for applicable provisions.
Find a complete election calendar at: www.sos.state.co.us/pubs/elections/calendars/2015ElectionCalendar.pdf

Date	Event	Reference	Accountable
July 2015			
24-Jul	Jurisdiction to provide copy of legal boundaries to County Clerk	IGA Agreement	Jurisdiction
24-Jul	Last day to notify County Clerk of intent to participate in the Coordinated Election (100 days prior)	1-7-116(5); 1-1-106(5); IGA Agreement	Jurisdiction
31-Jul	County Clerk to provide copy of legal boundaries to jurisdiction	IGA Agreement	County Clerk
August 2015			
5-Aug	First day candidates for School District Director may circulate nomination petition (90 days prior)	1-4-803(1)(b)	Candidate
5-Aug	Last day for County to provide mail ballot plan to Secretary of State (90 days prior)	1-7.5-105(1); Rule 7.1.1	County Clerk
14-Aug	Jurisdiction to certify legal boundaries to County Clerk	IGA Agreement	Jurisdiction
25-Aug	Last day for county clerk and coordinating jurisdictions to sign intergovernmental agreement (70 days prior)	1-7-116(2)	Jurisdiction, County Clerk
28-Aug	Last day candidates for School District Director may file nomination petition (67 days prior)	1-4-803(2)	Candidate
31-Aug	Last day for write-in candidates for non-partisan election to file affidavit of intent (64 days prior)	1-4-1102(2)	Candidate
September 2015			
1-Sep	Deadline to cancel participation in a coordinated election (63 days prior)	1-5-208(1.5)	Jurisdiction
4-Sep	Last day for coordinating jurisdictions to certify ballot content to county clerk (60 days prior)	1-5-203(3)(a)	Jurisdiction
4-Sep	Candidates must record their name exactly as it appears on the statement of intent, and must provide the recording to the county clerk no later than the deadline to file the statement of intent.	Rule 4.6.2	Candidate
18-Sep	Deadline to file TABOR pro/con statements with jurisdiction DEO (Friday before 45th day before the election)	1-7-901(4)	Voters, Jurisdiction
19-Sep	Deadline to send mail ballots to military and electors (45 days prior)	1-8.3-110(1); 1-1-106(5)	County Clerk
21-Sep	Deadline for a petition representative to file pro statements with jurisdiction DEO (43 days prior)	1-7-903(3)	Voters, Jurisdiction
22-Sep	Deadline for jurisdiction to file TABOR issue notices with county clerk (42 days prior)	1-7-904	Jurisdiction
24-Sep	Deadline for jurisdiction to order registration and property owner records <i>if not coordinating with county</i> (40 days prior)	1-5-303(1)	Jurisdiction

October 2015			
2-Oct	Deadline to mail TABOR notices (30 days prior)	Article X, Sec. 20(3)(b); 1-7-116; 1-1-106(5)	County Clerk
2-Oct	Clerk and Assessor provide registration list and/or property owner list ordered by jurisdictions (30 days prior)	1-5-303(1); 1-5-304; 1-7.5-107(2)(a)	County Clerk
TBD	Public Logic and Accuracy Test of Voting Equipment		County Clerk
12-Oct	Deadline to register to vote by Voter Registration Drive	1-2-201(3)(b)(I)	Voters
12-Oct	First day mail ballots may be sent to voters, excluding UOCAVA (22 days prior)	1-7.5-107(3)(a);	County Clerk
13-Oct	County ballot drop-off locations and pick-ups begin		County Clerk
14-Oct	Clerk and Assessor provide supplemental registration list and/or property owner lists ordered by jurisdictions (20 days prior)	1-5-303(1),(2); 1-5-304(1),(2); 1-7.5-107(2)(b)	County Clerk
14-Oct	Last day for designated or coordinated election official to publish notice of Coordinated Election (20 days prior)	1-1-104(34); 1-5-205(1); 1-7.5-107(2)(b)	County Clerk, Jurisdiction
14-Oct	Deadline to send election notice to county clerk if not coordinating with county (20 days)	1-5-205(1),(2)	Jurisdiction
19-Oct	Counting of ballots may begin (15 days prior)	1-7.5-107.5	County Clerk
23-Oct	Notice of election to be posted (10 days prior to election and 2 days after election)	1-5-205(1.3); 1-1-106(5)	County Clerk
26-Oct	County Voter Service & Polling Centers (VSPCs) open	1-7.5-107(4.5)(c)	County Clerk
26-Oct	Last day to register to vote through the mail, agency, motor vehicle, or online and receive a ballot by mail	1-2-201(3)(b)(III)	Voters
27-Oct	Last day to apply for and be mailed a mail-in ballot (7 days prior)	1-7.5-116(3)	Voters
31-Oct	Saturday mail ballot drop-off sites open	1-5-102.9(4)(b)(I)(B)	County Clerk
November 2015			
3-Nov	Coordinated Election Day (Voter Service and Polling Centers and Ballot Drop-Off locations open 7 a.m. - 7 p.m.)	Art.X, Sec. 20(3)(a); 1-1-104(6.5); 1-7-101; 1-41-102(1)	County Clerk, Voters
12-Nov	Last day for military and overseas ballots to be received by Clerk in order to be counted (8 days after election)	1-7.5-107(3.5)(d); 1-7.5-107.3(2)(a); 1-8.5-105(3)(a); 1-1-106(4)	Voters
12-Nov	Last day for electors to cure signature discrepancy or missing signature, or to provide missing ID for mail and provisional ballots to be counted. (8 days after election)	1-8.3-113(2) 1-1-106(4)	County Clerk, Voters
20-Nov	Deadline to complete the canvass for the Coordinated Election. (17 days after election)	1-10-102(1)	County Clerk
December 2015			
4-Dec	Last day for interested party to request a recount at its own expense.	1-10.5-106(2)	Any
10-Dec	Last day to complete a requested recount.	1-10.5-106(2)	County Clerk

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 31
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY AND THE CITY OF ENGLEWOOD, COLORADO, FOR INSTALLATION OF A MAIL BALLOT DROP-OFF BOX ALONG WITH VIDEO SURVEILLANCE RECORDING SYSTEM AT ENGLEWOOD CIVIC CENTER.

WHEREAS, the County conducts election services throughout Arapahoe County; and

WHEREAS, to better serve its citizens and to implement HB 13-1303 the County desires to install additional main ballot drop-off boxes at locations throughout Arapahoe County; and

WHEREAS, pursuant to 8 Colorado Code of Regulations Section 1505-1:7.5.1, all mail ballot drop-off locations must be monitored by an election official or video security surveillance recording system; and

WHEREAS, Arapahoe County and the City of Englewood have met and discussed locating a mail ballot drop-off box along with a video surveillance recording system at one of the City's locations and mutually agreed that the County will install a mail ballot drop-off box and video security surveillance recording system at the City of Englewood Civic Center, located at 1000 Englewood Parkway, Englewood, Co 80110; and

WHEREAS, Arapahoe County will provide, install and maintain the mail ballot drop-off box and video security surveillance recording system; and

WHEREAS, intergovernmental agreements are authorized and encouraged by Article XIV, Section 18 of the Colorado Constitution and 29-1-203 C.R.S. (2004); and

WHEREAS, the Englewood Election Commission agrees that this provides an opportunity to better serve our citizens.

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 hereby authorizes an Intergovernmental Agreement with Arapahoe County for the installation of a mail ballot drop-off box along with video surveillance recording system at Englewood Civic Center is attached hereto as "Exhibit A".

Section 2. The Mayor is authorized to sign said Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of July, 2015 for thirty (30) days.

Read by title and passed on final reading on the 20th day of July, 2015.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 23rd day of July, 2015.

Published by title on the City's official website beginning on the 22nd day of July, 2015 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 2015.

Loucrishia A. Ellis

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into effective the ____ day of ___, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a political subdivision of the State of Colorado, whose address is 5334 South Prince Street, Littleton, Colorado (the "County") and the CITY OF ENGLEWOOD, a POLITICAL SUBDIVISION of the State of Colorado, whose address is 1000 ENGLEWOOD PARKWAY, ENGLEWOOD, CO 80110 (the "City") (individually as the "Party" or together referred to as the "Parties").

WHEREAS, the County conducts election services throughout Arapahoe County; and

WHEREAS, to better serve its citizens and to implement HB13-1303 the County desires to install additional mail ballot drop-off boxes at locations throughout Arapahoe County; and

WHEREAS, pursuant to 8 Colorado Code of Regulations Sec. 1505-1:7.5.1, all mail ballot drop-off locations must be monitored by an election official or video security surveillance recording system; and

WHEREAS, the County and City have met and discussed locating a mail ballot drop-off box along with a video surveillance recording system at one of the City's locations and mutually agreed that the County will install a mail ballot drop-off box and video security surveillance recording system at the City of Englewood Civic Center, located at 1000 Englewood Parkway, Englewood, Colorado 80110 (the "Premises"); and

WHEREAS, the County will provide, install and maintain the mail ballot drop-off box and video security surveillance recording system; and

WHEREAS, intergovernmental agreements are authorized and encouraged by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203 (2004).

NOW, THEREFORE, the Parties hereto agree as follows:

1. Site Location. The City hereby grants to the County a revocable non-exclusive license to use, in common with other licensees and the City, a certain portion of the Premises to install and maintain a mail ballot drop-off box and video security surveillance recording system (the "License").

2. Term and Termination. The term of this Agreement shall be effective as of the date first written above and shall run for a period of ten (10) years. The Agreement shall automatically renew for additional ten-year periods. This Agreement may be terminated by either Party upon forty-five (45) days written notice to the other Party. Upon termination, the County shall restore the Premises to the condition as near to original condition prior to installation.

3. Description of Improvements. The County will install a mail ballot drop-off box, similar to the one pictured in Exhibit A, and a video security surveillance recording system (the "Improvements"). The video security surveillance recording system will include a video camera and a recording system, and allow for continuous recording during use of the mail ballot drop-off box.

4. Funding of Improvements. The County will fund the entire costs for obtaining, installing and maintaining the mail ballot drop-off box and video security surveillance recording system.

5. Use of Premises.

A. Mail Ballot Drop-Off Box. The County is authorized to install a mail ballot drop-off box at the Premises on or by the October 1, 2015, or as soon after the execution of this Agreement. This may also include installing a cement pad to affix the box to.

B. Video Security Surveillance Recording System. The County will install a video security surveillance recording system that includes a camera (2 megapixel IP or better) and a recording system. The video security surveillance recording system shall remain in place, functional and connected to a video recording system pursuant to SOS Rule 20.7.2.

6. Maintenance.

A. At all times pertinent to this Agreement, the City shall, at the City's expense, maintain the Premises in good repair.

B. During all times at which the mail ballot drop-off box and video security surveillance recording systems are installed and in use at the Premises, the County shall maintain such equipment in good repair.

7. Access. The County, its agents and contractors shall have the right of ingress and egress in, to, through, over, and across the Premises for any purpose necessary and at any and all times necessary or convenient to both Parties for the full enjoyment of the rights granted to it in the License granted in this Agreement.

8. Damage to Premises. The County shall be responsible for repair/replacement of City property damaged by the County pursuant to this Agreement.

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

To the County: Arapahoe County Attorney
5334 S. Prince Street
Littleton, CO 80120

and (send to both)

Arapahoe County
Department of Facilities and Fleet Management
1610 West Littleton Blvd.
Littleton, CO 80120

To the City: City of Englewood
1000 ENGLEWOOD PARKWAY
ENGLEWOOD, CO 80110
Attn: LOUCRISHIA A. ELLIS, CITY CLERK

10. Assignment. The Parties shall have the right and authority to assign to any appropriate local governmental entity any and all rights to use and all obligations associated with the License pursuant to written notice to the other Party.

11. Counterparts. This Agreement shall be executed in two duplicate counterparts, each of which is deemed to be an original.

12. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado. For the resolution of any dispute arising hereunder, venue shall be in the courts of Arapahoe County, State of Colorado.

13. Headings. All section headings are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Extent of Agreement. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations, or agreements, either written or verbal. Any amendments to this Agreement must be in writing and be signed by both parties.

[Remainder of page intentionally left blank.]

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE

By: _____
Chair, Board of County Commissioners
(or representative authorized by resolution)

ATTEST:

Clerk to the Board

CITY OF ENGLEWOOD

By: _____
Title: MAYOR

ATTEST:

Title: CITY CLERK

Exhibit A



BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 23
INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE VACATING THE BROADWAY PLANNED DEVELOPMENT AND
ZONING THE AREA MU-R-3-B

WHEREAS, the subject property of the Planned Development is located at the southeast boundaries of the City of Englewood, at South Broadway and South Broadway Circle. Areas to the north and east are with the cities of Littleton and Greenwood Village and are mostly residential in nature, surrounding areas to the west and south are within the City of Englewood city limits and are zoned MU-R-3-B; and:

WHEREAS, in 1972 the City established Planned Development (PD) regulations as an overlay that superimposed additional development regulations upon base zone districts; and

WHEREAS, at that time, development in the R-3 zone district of four or more units required a PD; and

WHEREAS, the Broadway PD was brought before the Planning and Zoning Commission on February 22, 1984, the underlying zone district was R-3, High Density Residential, and

WHEREAS, an amendment to the PD was filed July 26, 1984 to reduce the number of buildings from 24 to 13 while increasing the number of dwelling units from 290 to 312; and

WHEREAS, the amendment to the PD was approved. On May 14, 1985 an administrative amendment to the Plan was granted for Building 7. The amendment was to accommodate engineering problems with the building; and

WHEREAS, October 8, 1985 an amendment to the plan was submitted to add a new tennis court; and

WHEREAS, in 1996 the PD overlay district regulations were repealed and replaced with the Planned Unit Development (PUD) regulations; and

WHEREAS, pursuant to the PUD regulations: "PD developments approved prior to July 1, 1996, shall continue to be governed by the respective development plans and regulations for the underlying zone districts"; and

WHEREAS, the owners of the property would like to update the communal club house and recreation facility, as well as construct a new amenity building, and

WHEREAS, the PD was required due to code requirements that any development of four or more units be developed under the PD process. The 1984 development fully complied with the R-3 District requirements. These code requirements no longer exist; and

WHEREAS, the proposed changes would be an administrative review under the current MU-R-3-B zone district requirements. However, due to the required original PD of 1984, a formal request is required for this change and any other change, regardless of the scope of work; and

WHEREAS, the overlay PD adds time and expense to the property owner because any development change would require an amendment to the PD; and

WHEREAS, allowing future development to be reviewed under the requirements of the MU-R-3-B base zone district would be consistent with the reviews for most other properties in the City; and

WHEREAS, following the required Public Hearing on April 21, 2015 the Planning and Zoning Commission considered public testimony and voted 8 to 2 in favor of forwarding the proposed Planned Development vacation to City Council.

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

Section 1. The Broadway Planned Development is vacated.

Section 2. The area underlying the Broadway Planned Development shall be zoned MU-R-3-B.

Introduced, read in full, and passed on first reading on the 18th day of May, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 21st day of May, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of May, 2015 for thirty (30) days.

A Public Hearing was held on July 6, 2015.

Read by title and passed on final reading on the 20th day of July, 2015.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 23rd day of July, 2015.

Published by title on the City's official website beginning on the 22nd day of July, 2015 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 2015.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 28
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF ENGLEWOOD AT THE NEXT SCHEDULED MUNICIPAL ELECTION ON NOVEMBER 3, 2015, AUTHORIZING THE FUTURE SALE OF MCLELLAN RESERVOIR PROPERTY AT THE END OF A NOT LESS THAN 20 YEAR LEASE TERM.

WHEREAS, the City of Englewood (“City”) is a hone-rule municipality organized and existing under the provisions of the Colorado Constitution Article XX; and

WHEREAS, the Englewood McLellan Reservoir Foundation was formed to oversee the development of the McLellan Reservoir property; and

WHEREAS, the Englewood McLellan Reservoir Foundation established covenants or use restrictions on all lands within the development area to ensure a consistent high level of development; and

WHEREAS, Englewood McLellan Reservoir Foundation’s primary function is to provide protection to the McLellan Reservoir’s water quality; and

WHEREAS, Englewood McLellan Reservoir Foundation has previously leased property in Highlands Ranch Planning Areas 84 for auto uses, and in Planning Area 85 for a charter school; and

WHEREAS, the Board of Directors of the Englewood McLellan Reservoir Foundation believes that a future sale will provide for development of PA 81, PA 84, PA 85 and PA 87, that, due to sizes, the complexity and cost of development, might not otherwise be developed in the near future; and

WHEREAS, leasing for not less than 20 years prior to the sale of the property will provide even greater protection to the McLellan Reservoir’s water quality when compared to development without the restriction; and

WHEREAS, an affirmative vote of the citizens of Englewood is required to accomplish a sale under the Englewood Home Rule Charter; and

WHEREAS, the Englewood McLellan Reservoir Board recommends the voter approval authorizing the future sale of McLellan Reservoir property PA 81, PA 84, PA 85 and PA 87, following the termination of an initial lease term of not less than twenty years.

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

Section 1. There is hereby submitted to the registered electors of the City of Englewood at the next scheduled municipal election on November 3, 2015 a question, to read as follows:

Question No. _____

Shall the Englewood City Council be allowed, by Ordinance, to sell Utility Department property described in Council Bill No. 28, Series of 2015, held in Douglas County at the end of the initial lease term; the initial lease term being not less than twenty years?

_____ Yes _____ No

Section 2. Each elector voting at said election and desirous of voting shall indicate his/her choice by depressing the appropriate counter of the voting machine or by the appropriate marking upon paper ballots where used.

Section 3. The proper officials of the City of Englewood shall give notice of said next scheduled municipal election, such notice shall be published in the manner and for the length of time required by law, and the ballots cast at such election shall be canvassed and the result ascertained, determined, and certified as required by law.

Section 4. The property listed as PA 81, PA 84, PA 85 and PA 87 in Exhibit A, may be sold after the initial lease term of not less than twenty years.

Section 5. If any section, paragraph, clause, or other portion of this Ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining portions of this Ordinance.

Introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of July, 2015 for thirty (30) days.

Read by title and passed on final reading on the 20th day of July, 2015.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 23rd day of July, 2015.

Published by title on the City's official website beginning on the 22nd day of July, 2015 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 2015.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2015

COUNCIL BILL NO. 29
INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF ENGLEWOOD AT THE NEXT SCHEDULED MUNICIPAL ELECTION ON NOVEMBER 3, 2015 A PROPOSED AMENDMENT TO ARTICLE II, SECTION 14 "SPECIAL ELECTIONS" OF THE ENGLEWOOD HOME RULE CHARTER.

WHEREAS, Article II, Section 14, of the Englewood Home Rule Charter addresses the time frame for special elections; and

WHEREAS, pursuant to Colorado Revised Statutes §1-13.5-110, Special elections – "Special elections must be held on such date as may be provided by law by the local government calling the special election."

WHEREAS, the Englewood Home Rule Charter states "No special election shall be held within forty-five (45) days before or after a general municipal or state election."; and

WHEREAS, holding a special election 45 days prior to a general municipal or state election becomes problematic causing election administration problems; and

WHEREAS, Arapahoe County is willing to work with the City in the event of a call for a special election but from late August Arapahoe County equipment is tied up; and

WHEREAS, Arapahoe County has procedures, equipment and best practices in place to facilitate a mail ballot election, such as the ability to provide signature verification; and

WHEREAS, the passage of this ordinance will amend Article II, Section 14, of the Englewood Home Rule Charter to read: "No special election shall be held within ninety (90) before or 45 days after a general municipal or state election"; and

WHEREAS, the longer time period will ensure the City is not forced to hold a Special Election too close to the November election;

WHEREAS, the longer time period will enable the City to contract with Arapahoe County for election services; and

WHEREAS, the City Clerk met with the Englewood Election Commission and recommended a change from 45 days before to 90 days; and

WHEREAS, the Election Commission voted to support the change.

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

Section 1. There is hereby submitted to the registered electors of the City of Englewood at the next municipal election on November 3, 2015, a proposed amendment to the Charter of the City of Englewood, Article II, Section 14, to read as follows:

Question No. ____

Shall the Home Rule Charter of the City of Englewood, Article II, Section 14, be amended to read as follows:

ARTICLE II. ELECTIONS

14: Special elections.

(1) *General Provisions.* Subject to the limitations imposed by this Charter, Council may call special elections as necessary either by resolution or by ordinance. Notice of such special elections shall be published and shall cite the section of this Charter which governs the proposition to be submitted to the electors. No special election shall be held within ~~forty-five~~ ninety (45 ~~90~~) days before or forty-five (45) days after a general municipal or state election. General state elections may be used for submission of city propositions, except as limited by this Charter, and shall not be considered as special elections for city purposes. Any proposal, question or proposition may be submitted at any general or special municipal election except as hereinafter limited. The ballot for all elections, except election of officers, shall state briefly the nature of the proposition and shall provide appropriate means to vote for or against the proposition.

(2) *Number, Limited.*

- A. Not more than one special election shall be held, under provisions of Section 46 of this Charter, during any twelve month period; provided, however, that proposed initiated ordinances, questions or measures may be submitted at any general municipal or state elections, or at special elections called under provision of other sections of this Charter as limited in Section 14(3) hereof.
- B. Any proposition submitted under Section 77 of this Charter shall not again be submitted under Section 77 for one year thereafter.

(3) *Subject, Limited.* Elections held under provisions of Section 6, Section 77 and Section 104 of this Charter shall be held separate and apart from all other elections and shall be limited to submission of only one proposition in any one election.

_____ Yes

_____ No

Section 2. Each registered elector voting at said election and desirous of voting shall indicate his/her choice by depressing the appropriate counter of the voting machine or by the appropriate marking upon paper ballots where used.

Section 3. The proper officials of the City of Englewood shall give notice of said next scheduled municipal election, such notice shall be published in the manner and for the length of time required by law, and the ballots cast at such election shall be canvassed and the result ascertained, determined, and certified as required by law.

Section 4. Only if the question is approved by the registered electors of the City of Englewood shall the Section be amended and the Charter, as amended, certified to the Secretary of State.

Section 5. For purposes of Section 1-11-203.5, C.R.S., this Ordinance shall serve to set the title and content of the ballot issue set forth herein and the ballot title for such question shall be the text of the question itself. Any petition to contest the form or content of the ballot title may be filed with the District Court and a copy served on the City Clerk within five days after the title of the ballot question is set by the City Council on final reading of this Ordinance.

Section 6. If any section, paragraph, clause, or other portion of this Ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining portions of this Ordinance.

Introduced, read in full, and passed on first reading on the 6th day of July, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of July, 2015 for thirty (30) days.

Read by title and passed on final reading on the 20th day of July, 2015.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 23rd day of July, 2015.

Published by title on the City's official website beginning on the 22nd day of July, 2015 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 2015.

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. _____
 SERIES OF 2015

COUNCIL BILL NO. 32
 INTRODUCED BY COUNCIL
 MEMBER WILSON

AN ORDINANCE OF THE CITY OF ENGLEWOOD, COLORADO APPROVING THE REFINANCING OF A LEASE-PURCHASE AGREEMENT FOR THE ENGLEWOOD CIVIC CENTER SITE TO PRODUCE AN AGGREGATE SAVINGS TO THE CITY, AUTHORIZING AND APPROVING THE DOCUMENTATION RELATING TO THE REFINANCING; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Englewood (the "City"), in the County of Arapahoe and State of Colorado (the "State"), is a legally and regularly created, established, organized and existing municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado and the home rule charter of the City (the "Charter"); and

WHEREAS, pursuant to Article I, Section 3 of the Charter, the City is authorized to enter into one or more leases or lease-purchase agreements for land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, in order to refinance, among other things, the renovation of the Englewood Civic Center and the construction, acquisition and installation of various public improvements in and around the Englewood Civic Center, there were previously executed in the aggregate principal amount of \$18,880,000 Refunding Certificates of Participation (Civic Center Project), Series 2005 (the "2005 Certificates"), evidencing undivided interests in the right to receive revenues payable by the City under a Master Lease Purchase Agreement dated as of October 1, 2005 (the "2005 Lease"), which 2005 Certificates (i) were delivered under a Mortgage and Indenture of Trust, as amended and restated dated as of October 1, 2005 (the "2005 Indenture"), by and between the Englewood Environmental Foundation, Inc., a Colorado non-profit corporation (the "Corporation") and UMB Bank, n.a., as successor trustee thereunder (the "2005 Trustee"), (ii) are presently outstanding in the aggregate principal amount of \$10,460,000, (iii) bear interest at rates ranging from 3.90% to 4.50% per annum, and (iv) are currently subject to optional redemption upon 30-days prior notice to the holders of the 2005 Certificates; and

WHEREAS, based upon discussions with Public Financial Management, Inc., as the City's financial advisor, the City has determined that a material savings can be realized by the City through the payment and cancellation of the outstanding 2005 Certificates with proceeds generated from the issuance of Refunding Certificates of Participation (Civic Center Project), Series 2015 (the "2015 Certificates") pursuant to a Mortgage and Indenture of Trust between the Corporation and the Trustee (the "2015 Indenture") which is secured by a mortgage on the Civic Center Building located at 1000 Englewood Parkway in the City, and a request for proposals has been distributed to banks and financial institutions for consideration by the City in connection with the refinancing; and

WHEREAS, the 2015 Certificates, if and when issued, will evidence undivided interests in the right to receive certain revenues payable by the City under a Lease Purchase Agreement by and between the City and the Corporation (the "2015 Lease"), which 2015 Lease will be substantially similar to, and replace, the 2005 Lease (all capitalized terms used and not otherwise defined in the recitals hereof shall have the respective meanings assigned in the 2015 Lease); and

WHEREAS, the Base Rentals and Additional Rentals (both as defined in the 2015 Lease) payable by the City shall constitute currently appropriated expenditures of the City and shall not constitute a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City or a mandatory charge or requirement against the City in any Fiscal Year (defined in the 2015 Lease) beyond the Fiscal Year for which such payments have been appropriated; and

WHEREAS, the 2015 Certificates shall evidence undivided interests in the right to receive Lease Revenues (defined in the 2015 Indenture), shall be payable solely from the Trust Estate (defined in the 2015 Indenture) and no provision of the 2015 Certificates, the 2015 Indenture, or the 2015 Lease shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or Charter limitation or provision; (c) as a delegation of governmental powers by the City; (d) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution; and

WHEREAS, there have been presented to the City forms of the 2015 Lease and the 2015 Indenture; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), provides that a public entity, including the City, may elect in an act of issuance to apply the provisions of the Supplemental Act; and

WHEREAS, the City Council desires to authorize the necessary actions and documents, and otherwise proceed with, the lease-purchase refinancing of the Civic Center Building in order to reduce the future aggregate rental payments scheduled to be made by the City;

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

Section 1. Authorization of the Lease Purchase Agreement. The 2015 Lease, in substantially the form and with substantially the content presented to the City, is in all respects approved, authorized and confirmed. If and only if the execution and delivery of the 2015 Lease (i) results in a present value savings of not less than six percent, expressed as a percentage change in the aggregate amount of the Base Rentals (as provided in the 2005 Lease and the 2015 Lease) and computed based upon the arbitrage yield for the 2015 COP to the date of delivery of

the 2015 COP, assuming semi-annual compounding, (ii) does not extend beyond calendar year 2023 and (iii) does not provide for Base Rentals in any calendar year that would exceed the Base Rentals currently set forth in the 2005 Lease, the Mayor, or in the absence of thereof, the Mayor Pro Tem of the City Council, is authorized and directed, for a period of 120 days following the effective date of this Ordinance, to execute the 2015 Lease in substantially the form and with substantially the same content as the form thereof presented to the City, for and on behalf of the City, but with such changes therein as the Mayor may, on the advise of the City Attorney, deem necessary or appropriate. Subject to the conditions set forth in this Section, the City Council hereby approves the leasing of the Leased Property by the City under the terms and conditions of the 2015 Lease.

Section 2. Approval of Refinancing and Related Documents. The City Council approves the refinancing of the 2005 Certificates by the Corporation and all necessary actions relating to such refinancing, including without limitation the conditional call of the 2005 Certificates subject to the issuance of the 2015 Certificates. The City Council elects to apply all of the provisions of the Supplemental Act. The appropriate officers and officials of the City are hereby authorized and directed to execute and file an Internal Revenue Service Form 8038-G in connection with the refinancing, and to execute and deliver any and all additional certificates, documents, instruments, request for proposals award and other papers, and to perform all other acts that they deem necessary or appropriate, in order to implement and carry out the transactions and other matters authorized by this Ordinance, and execution by the parties thereto shall constitute the City's approval of such documents and certificates in the form so executed.

Section 3. Consent to Assignment and Sale of Proportionate Interests. The City Council hereby acknowledges and consents to the assignment by the Corporation of all rights, title and interest of the Corporation, pursuant to the 2015 Indenture, in, to and under the 2015 Lease to the Trustee, and the delegation by the Corporation of all duties of the Corporation under the 2015 Lease to the Trustee. The City Council hereby acknowledges and approves the assignment or sale of proportionate interests in rights to receive certain payments under the 2015 Lease.

Section 4. Year to Year Obligations of the City. No provision of this Ordinance, the 2015 Lease, the 2015 Indenture or the 2015 Certificates shall be construed or interpreted (a) to directly or indirectly obligate the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the City; (d) as a loan or pledge of the credit or faith of the City or as creating any responsibility by the City for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

Section 5. Reasonableness of Rentals. The City Council hereby determines and declares that the Base Rentals, which shall not exceed \$1,500,000 annually, represent the fair value of the use of the Leased Property, and that the Purchase Option Price, which shall not exceed \$11,000,000, represents the fair purchase price of the Leased Property. The City Council

hereby determines and declares that the Base Rentals do not exceed a reasonable amount so as to place the City under an economic or practical compulsion to appropriate moneys to make payments under the 2015 Lease or to exercise its option to purchase the Leased Property pursuant to the 2015 Lease. In making such determinations, the City Council has given consideration to the current market value of the Leased Property, the cost of acquiring, constructing or equipping property similar to the Leased Property, the uses and purposes for which the Leased Property is being and will be employed by the City, the benefit to the citizens and residents of the City by reason of the use of the Leased Property pursuant to the terms and provisions of the 2015 Lease, the option of the City to purchase the Leased Property, and the expected eventual vesting of full title to the Leased Property in the City. The City Council hereby determines and declares that the leasing of the Leased Property pursuant to the 2015 Lease will result in facilities of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Leased Property were performed by the City other than pursuant to the 2015 Lease. The City Council hereby determines and declares that the duration of the 2015 Lease, including all optional renewal terms, authorized under this Ordinance, does not exceed the weighted average useful life of the Leased Property.

Section 6. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council and by the officers and employees of the City directed toward the lease purchase financing for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 7. Headings. The headings to the various sections and paragraphs to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 8. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 9. Repealer. All orders, bylaws, ordinances, and resolutions of the City, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Section 10. Declaration of Emergency and Effective Date. The City Council has been advised that in order for the City to secure a Base Rentals savings due to lower interest rates currently present in the market, and recognizing that market interest rates are changing materially from day to day, it is necessary to execute and deliver the 2015 Lease, and facilitate the refinancing of the 2005 Certificates, soon as possible; therefore, the Council hereby finds and determines that this Ordinance is necessary for the immediate preservation of public property, health, peace and safety and shall be in full force and effect immediately upon final passage by the Council.

Introduced, read in full, and passed as an emergency ordinance on first reading, on the 6th day of July, 2015.

Published by Title as an emergency Bill for an Ordinance in the City's official newspaper on the 9th day of July, 2015

Published as an emergency Bill for an Ordinance on the City's official website beginning on the 8th day of July, 2015.

Read by title and passed on final reading as an emergency ordinance on the 20th day of July, 2015.

Published by title as an emergency ordinance in the City's official newspaper as Ordinance No. ____, Series of 2015, on the 23rd day of July, 2015.

Published by title as an emergency ordinance on the City's official website beginning on the 22nd day of July, 2015 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 emergency Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2015.

Loucrishia A. Ellis