

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 Sept. 21, 2015.
6. Recognition of Scheduled Public Comment. The deadline to sign up to speak for Scheduled Public Comment is Wednesday, prior to the meeting, through the City Manager's Office. Only those who meet the deadline can speak in this section. (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. April MacKay, Englewood resident, will address Council regarding declaring Englewood a "Trans Pacific Partnership Free Zone."
  - b. Doug Cohn, Englewood resident, will address Council regarding General Ironworks.
  - c. Elaine Hults, Englewood resident, will address Council regarding selling land.
  - d. Linda Holloway, from Bessie's Hope, will give Council an introduction on the benefits they provide to the community.
7. Recognition of Unscheduled Public Comment. Speakers must sign up for Unscheduled Public Comment at the beginning of the meeting. (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.
  - a. A proclamation declaring the week of Oct. 18 – Oct. 24, 2015 National Save for Retirement Week.

- b. A proclamation declaring October Conflict Resolution Month.
- c. A proclamation declaring October 10, 2015, as Taiwan Friendship Day

9. Consent Agenda Items

- a. Approval of Ordinances on First Reading.
- b. Approval of Ordinances on Second Reading.
  - i. Adult Protective Services Cooperative Intergovernmental Agreement (IGA) with the Arapahoe County Department of Human Services. **Staff: Deputy Police Chief Jeff Sanchez**

c. Resolutions and Motions.

- i. Presiding Judge Vincent Atencio requests that the Council re-appoint, by resolution, Marcia O'Brien to serve a 4-year term as an Associate Judge for the City of Englewood, commencing October 5, 2015 and expiring October 4, 2019. **Staff: Court Administrator Tamara Wolfe**
- ii. The Police Department recommends that the Council, approve by motion, a contract with Motorola for the replacement of the 20 portable radios, to be reimbursed by the Arapahoe E911 Authority. **Staff: Cmdr. Tim Englert**

10. Public Hearing Items.

11. Ordinances, Resolutions and Motions.

- a. Approval of Ordinances on First Reading.
  - i. Council Bill No. 48 The Parks & Recreation Department recommends City Council adopt a bill for an ordinance to approve an Intergovernmental Agreement amending the previous agreement (Council Bill No. 56, Ordinance No. 50, series of 2014) which established funding for the RiverRun Project. **Staff: Recreation Services Manager, Joe Sack**
  - ii. Council Bill 52 Recommendation from the City Manager's Office to adopt a bill for an ordinance approving fiscal year 2016 budget. **Staff: City Manager Eric Keck**
  - iii. Council Bill 53 Recommendation from the City Manager's Office to adopt a bill for an ordinance appropriating funds for fiscal year 2016. **Staff: City Manager Eric Keck**
  - iv. Council Bill 50 Recommendation from the City Manager's Office to adopt a bill for an ordinance adopting the budget for the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2016. **Staff: City Manager Eric Keck**

- v. Council Bill 51 Recommendation from the City Manager's Office to adopt a bill for an ordinance appropriating funds for the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2016. **Staff: City Manager Eric Keck**
  - vi. Council Bill 49 Recommendation from the City Manager's Office to adopt a bill for an ordinance establishing the 2015 mill levy collected in 2016. **Staff: City Manager Eric Keck**
  - vii. Council Bill 40 Recommendation from Building and Safety Staff to approve a bill for an ordinance adopting the International Property Maintenance Code 2015 to establish clear and specific property maintenance requirements with required property improvement provisions. **Staff: Chief Building Official Lance Smith**
- b. Approval of Ordinances on Second Reading.
- c. Resolutions and Motions.
- i. The Englewood Water and Sewer Board, at their September 9, 2015, meeting, recommended Council approval by Resolution of the Grant of Temporary Construction Easement for The Falls Event Center located at 8199 Southpark Court. **Staff: Director of Utilities Tom Brennan**
  - ii. Recommendation from the Public Works Department to approve a resolution accepting the dedication of a section of alley adjacent to 3210 S. Ogden St. **Staff: Deputy Public Works Director Dave Henderson**
  - iii. Recommendation from the City Manager's Office to approve a resolution adopting the recommended brand platform for the City of Englewood. **Staff: Communications Coordinator Leigh Ann Hoffhines**
  - iv. Recommendation from the Human Resource Division to approve, by motion, PSA 15-44 for consulting services not to exceed \$95,000. **Staff: HR Manager Vince Vega**
- viii. General Discussion.
- a. Mayor's Choice.
  - b. Council Members' Choice.
- ix. City Manager's Report.
- x. City Attorney's Report.
- xi. Adjournment.

**ENGLEWOOD CITY COUNCIL  
ENGLEWOOD, ARAPAHOE COUNTY, COLORADO**

**Regular Session**

**September 21, 2015**

A permanent set of these minutes and the audio are maintained in the City Clerk's Office.  
Minutes and streaming audios are also available on the web at:  
<http://www.englewoodgov.org/inside-city-hall/city-council/agendas-and-minutes>

**1. Call to Order**

The regular meeting of the Englewood City Council was called to order by Mayor Penn at 7:42 p.m.

**2. Invocation**

The invocation was given by Council Member McCaslin.

**3. Pledge of Allegiance**

The Pledge of Allegiance was led by Council Member McCaslin.

**4. Roll Call**

Present: Council Members Jefferson, Olson, Gillit, McCaslin, Yates, Penn  
Absent: Council Member Wilson

A quorum was present.

Also present: City Manager Keck  
City Attorney Brotzman  
Deputy City Manager Flaherty  
City Clerk Ellis  
Deputy City Clerk Carlile  
Director Becker, Finance and Administrative Services  
Director Black, Parks and Recreation  
Director Hargrove, Library  
Director Brennan, Utilities  
Technical Support Specialist I Munnell, Information Technology  
Revenue and Budget Manager Nolan, Finance and Administrative Services  
Police Commander Watson  
Manager of Open Space Lee, Parks and Recreation  
Planner II Voboril, Community Development

**5. Consideration of Minutes of Previous Session**

(a) **COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 8, 2015.**

**Vote results:**

Ayes: Council Members Yates, McCaslin, Penn, Jefferson, Olson, Gillit  
Nays: None  
Absent: Council Member Wilson

Motion carried.

**6. Recognition of Scheduled Public Comment**

(a) Fred McHenry and Andrew Coonan, of HOPE Resource Center, informed Council about the Center and requested they help spread the word about the Center's offerings to the community.

(b) Garnett Stewart, an Englewood resident, was scheduled to address Council regarding going green, however she was not present.

(c) Doug Cohn, an Englewood resident, addressed Council regarding historic preservation.

(d) Elaine Hults, an Englewood resident, addressed Council regarding responses she's received around the community regarding the Depot property. She also had concerns about the possible new logo.

**7. Recognition of Unscheduled Public Comment**

(a) Kathy Neary, an Englewood resident, addressed Council regarding issues with Emergency Services with Denver.

(b) Noah Kaplan, an Englewood resident, addressed Council with concerns regarding pedestrian access to the Oxford light rail station.

(c) Laurett Barrentine, an Englewood resident, advised Council of citizen frustration with lack of emergency services since the fire department went to Denver. She objected to spending money on a new logo and branding project.

(d) Ida May Nicholl, an Englewood resident, also had concerns with what is happening with the Depot property. She wants help from Council to help save Englewood's history.

Council responded to Public Comment.

**8. Communications, Proclamations and Appointments**

(a) Donna Callahan of the Colorado Lottery formally presented Englewood Parks and Recreation with a 2015 Starburst Award for the Duncan Park Renovation Project. Director Black accepted the award.

**9. Consent Agenda**

(a) Approval of Ordinances on First Reading

There were no additional items submitted for approval on first reading. (See Agenda Item 11 (a).)

**COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER JEFFERSON SECONDED, TO APPROVE CONSENT AGENDA ITEMS 9 (b) (i), (ii) and (iii).**

(b) Approval of Ordinances on Second Reading

(i) ORDINANCE NO. 39, SERIES OF 2015 (COUNCIL BILL NO. 46, INTRODUCED BY COUNCIL MEMBER OLSON)

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL SUBGRANTEE AGREEMENT FOR A 2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BETWEEN THE ARAPAHOE BOARD OF COUNTY COMMISSIONERS AND THE CITY OF ENGLEWOOD, COLORADO.

(ii) ORDINANCE NO. 40, SERIES OF 2015 (COUNCIL BILL NO. 45, INTRODUCED BY COUNCIL MEMBER OLSON)

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND THE MARMOT LIBRARY NETWORK.

(iii) ORDINANCE NO. 41, SERIES OF 2015 (COUNCIL BILL NO. 33, INTRODUCED BY COUNCIL MEMBER WILSON)

AN ORDINANCE AUTHORIZING AN GRANT OF TEMPORARY CONSTRUCTION LICENSE, A GRANT OF RIGHT-OF-WAY AND AN EXCHANGE OF RIGHT-OF-WAY AGREEMENT FOR RELOCATING THE CITY DITCH AT 501 EAST HAMPDEN AVENUE, ENGLEWOOD, COLORADO IN ORDER TO ALLOW FOR THE CONSTRUCTION OF A CRITICAL CARE UNIT TOWER EXPANSION FOR THE SWEDISH HOSPITAL NEUROLOGY DEPARTMENT.

**Vote results:**

Ayes: Council Members Yates, McCaslin, Penn, Jefferson, Olson, Gillit

Nays: None

Absent: Council Member Wilson

Motion carried.

(c) Resolutions and Motions

There were no additional resolutions or motions submitted for approval. (See Agenda Item 11 (c).)

**10. Public Hearing Items**

[Clerk's Note: A copy of the proposed 2016 City of Englewood Budget is available for review on the City's website <http://www.engagewoodgov.org/budget> and at the Englewood Public Library during regular business hours].

(a) **COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO OPEN THE PUBLIC HEARING TO GATHER INPUT ON THE PROPOSED 2016 CITY OF ENGLEWOOD BUDGET.**

**Vote results:**

Ayes: Council Members Yates, McCaslin, Penn, Jefferson, Olson, Gillit

Nays: None

Absent: Council Member Wilson

Motion carried and the Public Hearing opened.

All testimony was given under oath.

City Manager Keck presented background information regarding the proposed 2016 City of Englewood Budget.

Those providing public comment were:

Laurett Barrentine, an Englewood resident.

Ida May Nicholl, an Englewood resident.

**COUNCIL MEMBER JEFFERSON MOVED, AND COUNCIL MEMBER YATES SECONDED, TO AMEND THE POLICY, FOR THIS EVENING, ON UNSCHEDULED SPEAKERS SIGNING UP AHEAD OF TIME TO ALLOW MS. MCGROARTY, CHAIR OF THE BUDGET ADVISORY COMMITTEE, TO SPEAK EVEN THOUGH SHE HAD NOT SIGNED UP.**

**Vote results:**

Ayes: Council Members Yates, McCaslin, Penn, Jefferson, Olson, Gillit  
Nays: None  
Absent: Council Member Wilson

Motion carried.

Christine McGroarty, Chair of the Budget Advisory Committee, addressed Council regarding the Committee's findings.

**COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO CLOSE THE PUBLIC HEARING TO GATHER INPUT ON THE PROPOSED 2016 CITY OF ENGLEWOOD BUDGET.**

**Vote results:**

Ayes: Council Members Yates, McCaslin, Penn, Jefferson, Olson, Gillit  
Nays: None  
Absent: Council Member Wilson

Motion carried and the Public Hearing closed.

**11. Ordinances, Resolutions and Motions**

(a) Approval of Ordinances on First Reading

(i) Commander Watson presented a recommendation from the Police Department to adopt a bill for an ordinance which will authorize the Chief of Police to sign an Intergovernmental Agreement (IGA) with the Arapahoe County Department of Human Services.

**COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER MCCASLIN SECONDED, TO APPROVE AGENDA ITEM 11 (a) (i) - COUNCIL BILL NO.47.**

COUNCIL BILL NO. 47, INTRODUCED BY COUNCIL MEMBER GILLIT.

A BILL FOR AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY DEPARTMENT OF HUMAN SERVICES AND THE CITY OF ENGLEWOOD, COLORADO REGARDING MUTUAL AID AND COOPERATION BETWEEN AND ACROSS JURISDICTIONS WITHIN THE 18<sup>TH</sup> JUDICIAL DISTRICT FOR INVESTIGATION OF REPORTS INVOLVING POSSIBLE MISTREATMENT OR SELF-NEGLECT OF AT-RISK ADULTS.

**Vote results:**

Ayes: Council Members Yates, McCaslin, Penn, Jefferson, Olson, Gillit  
Nays: None  
Absent: Council Member Wilson

Motion carried.

(ii) Manager Sack was scheduled to present a recommendation from the Parks & Recreation Department to adopt a bill for an ordinance, Council Bill No. 48, to approve an Intergovernmental Agreement amending the previous agreement (Council Bill No. 56, Ordinance No. 50, Series of 2014) which established funding for the RiverRun Project.

**MAYOR PENN STATED THAT COUNCIL BILL NO. 48 HAS BEEN PULLED. COUNCIL WILL BRING IT BACK IN 2 WEEKS.**

(b) Approval of Ordinances on Second Reading

There were no additional items submitted for approval on second reading. (See Agenda Item 9 (b) - Consent Agenda.)

(c) Resolutions and Motions

(i) Planner II Voboril presented a recommendation from the Community Development Department to adopt, by resolution, the Englewood Light Rail Corridor Next Steps Study as a supplementary City plan document in support of the original Englewood Light Rail Corridor Plan, as well as Roadmap Englewood: The 2003 Englewood Comprehensive Plan, and Englewood Forward: The 2016 Englewood Comprehensive Plan.

**COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER McCASLIN SECONDED, TO APPROVE AGENDA ITEM 11 (c) (i) - RESOLUTION NO. 90, SERIES OF 2015.**

A RESOLUTION APPROVING THE ADOPTION OF THE "ENGLEWOOD LIGHT RAIL NEXT STEPS STUDY" AS A SUPPLEMENTARY CITY PLAN DOCUMENT IN SUPPORT OF THE ORIGINAL "ENGLEWOOD LIGHT RAIL CORRIDOR PLAN, AS WELL AS ROADMAP ENGLEWOOD: THE 2003 ENGLEWOOD COMPREHENSIVE PLAN AND ENGLEWOOD FORWARD: THE 2016 ENGLEWOOD COMPREHENSIVE PLAN."

**Vote results:**

Ayes: Council Members Yates, McCaslin, Penn, Jefferson, Olson, Gillit  
Nays: None  
Absent: Council Member Wilson

Motion carried.

12. **General Discussion**

- (a) Mayor's Choice
- (b) Council Members' Choice

13. **City Manager's Report**

(a) **COUNCIL MEMBER JEFFERSON MOVED, AND COUNCIL MEMBER GILLIT SECONDED, TO ALLOW THE POLICE DEPARTMENT TO MAKE A PRELIMINARY ORDER OF PHONES FROM MOTOROLA.**

**Vote results:**

Ayes: Council Members Yates, McCaslin, Penn, Jefferson, Olson, Gillit  
Nays: None  
Absent: Council Member Wilson

Motion carried.

14. **City Attorney's Report**

City Attorney Brotzman did not have any matters to bring before Council.

15. **Adjournment**

**MAYOR PENN MOVED TO ADJOURN.** The meeting adjourned at 9:03 p.m.

/s/ Loucrishia A. Ellis  
City Clerk



## PROCLAMATION

WHEREAS, the burden of funding retirement has shifted to the individual in the United States; and

WHEREAS, individuals must plan for the possibility of funding a retirement that may last longer than previous generations; and

WHEREAS, individuals may not be taking full advantage of their workplace defined contributions plans; and

WHEREAS, individuals may not be aware of additional retirement savings opportunities available to them; and

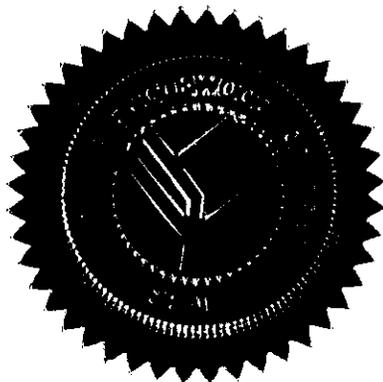
WHEREAS, all workers, including public and private sector employees, employees of tax-exempt organizations and self-employed individuals can benefit from increased awareness of the need to save for retirement;

NOW THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, hereby proclaim **the week of October 18th through 24th, 2015** as:

### **NATIONAL SAVE FOR RETIREMENT WEEK**

in the City of Englewood, Colorado.

GIVEN under my hand and seal this 5th day of October, 2015.



---

Randy P. Penn, Mayor



## PROCLAMATION

WHEREAS, conflict resolution encompasses mediation, arbitration, facilitation, collaborative decision-making, restorative processes, and other responses to differences; and

WHEREAS, the conflict resolution processes empowers individuals, families, communities, organizations, and businesses to foster communication and devise solutions that are acceptable to the needs and interests of all parties involved; and

WHEREAS, conflict resolution is taught and practiced by citizens in many school systems, universities, and graduate programs throughout Colorado and the world as a way of solving disputes; and

WHEREAS, community-based programs fairly and equitably resolve neighborhood and community conflicts, thereby strengthening local relationships; and

WHEREAS, professional associations of conflict mediators promote peaceful and creative resolutions to disputes.

NOW THEREFORE, I, Randy Penn, Mayor of the City of Englewood, Colorado, hereby proclaim **October 2015**, as

### **CONFLICT RESOLUTION MONTH**

in the City of Englewood, Colorado. I urge all of our residents to join together to support this effort.

GIVEN under my hand and seal this 5th day of October, 2015.



---

Randy P. Penn, Mayor



## PROCLAMATION

WHEREAS, the Republic of China (Taiwan) will be observing its 104<sup>th</sup> anniversary of National Day on October 10, 2015; and

WHEREAS, the State of Colorado and Taiwan entered into a sister state relationship on May 5, 1983; and

WHEREAS, the bonds of true friendship and a steadfast trade partnership between the City of Englewood and Taiwan have been strengthened, resulting in a strong economic relationship, social, and cultural exchange, and the promotion of tourism; and

WHEREAS, the City of Englewood welcomes the Taipei Economic and Cultural Office to Colorado and we look forward to strengthening our friendship in the years to come; and

WHEREAS, due to expanded international development programs and humanitarian relief operations, the people of Taiwan are given credit as dynamic participants in the international community; and

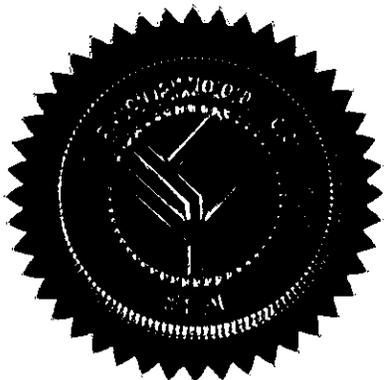
WHEREAS, the U.S. Government should give due consideration to render active support to an important trade partner so as to expedite the full participation of Taiwan in the international community.

NOW THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, hereby proclaim **October 10, 2015**, as:

### TAIWAN FRIENDSHIP DAY

in the City of Englewood, Colorado, and I urge all Englewood citizens to extend congratulations and best wishes to Taiwan during this celebration.

GIVEN under my hand and seal this 5<sup>th</sup> day of October, 2015.



---

Randy P. Penn, Mayor

## COUNCIL COMMUNICATION

<b>Meeting Date:</b> October 5, 2015	<b>Agenda Item:</b> 9bi	<b>Subject:</b> Adult Protective Services Cooperative Agreement IGA-2 <sup>nd</sup> Reading
<b>Initiated By:</b> Police Department		<b>Staff Source:</b> Deputy Chief Jeff Sanchez

### PREVIOUS COUNCIL ACTION

N/A

### RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance, on second reading, which will authorize the Chief of Police to sign an Intergovernmental Agreement (IGA) with the Arapahoe County Department of Human Services.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This agreement provides for mutual aid and cooperation between and across jurisdictions within the 18th Judicial District for the reporting, responding and investigation of mistreatment, exploitation and self-neglect of at-risk adults (over 70 years of age and/or mentally disabled).

Per Colorado Revised Statute, the Police Department is required to investigate mistreatment, self-neglect or exploitation of at-risk adults and shall develop and implement cooperative agreements to coordinate the investigative duties of such agencies. The focus of this agreement shall be to ensure the best protection for at-risk adults.

This agreement shall provide for special requests by one agency for assistance from another agency and for joint investigations. This agreement further provides that each agency shall maintain the confidentiality of the information exchanged pursuant to such joint investigation.

### FINANCIAL IMPACT

There are no monetary or funding impacts associated with this IGA.

### LIST OF ATTACHMENTS

Adult Protective Services Cooperative Agreement

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015

COUNCIL BILL NO. 47  
INTRODUCED BY COUNCIL  
MEMBER GILLIT

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY DEPARTMENT OF HUMAN SERVICES AND THE CITY OF ENGLEWOOD, COLORADO REGARDING MUTUAL AID AND COOPERATION BETWEEN AND ACROSS JURISDICTIONS WITHIN THE 18<sup>TH</sup> JUDICIAL DISTRICT FOR INVESTIGATION OF REPORTS INVOLVING POSSIBLE MISTREATMENT OR SELF-NEGLECT OF AT-RISK ADULTS.

WHEREAS, the 18<sup>th</sup> Judicial District consists of Aurora, Bow Mar, Cherry Hills Village, Columbine Valley, Englewood, Glendale, Greenwood Village, Littleton, and Sheridan; and

WHEREAS, this intergovernmental agreement provides for the police departments mutual aid and cooperation between and across jurisdictions within the 18<sup>th</sup> Judicial District for the reporting, responding and investigation of mistreatment, exploitation of self-neglect of at-risk adults (over 70 years of age and/or mentally disabled); and

WHEREAS, to clarify the coordinated duties and responsibilities of agencies involved in reporting, responding, and investigating reports regarding the mistreatment, exploitation and self-neglect of at-risk adults; and

WHEREAS, Colorado Revised Statute §26-3.1-103(21) states that each county department, law enforcement agency, district attorney's office, other agency responsible under federal law or the laws of this state to investigate mistreatment, self-neglect or exploitation of at-risk adults shall develop and implement cooperative agreements to coordinate the investigative duties of such agencies to ensure the best protection for at-risk adults; and

WHEREAS, Colorado Revised Statute §26-3.1-103(21) states the agreements shall provide for special requests by one agency for assistance from another agency and for joint investigations; as well as each agency shall maintain the confidentiality of the information exchanged pursuant to such joint investigation; and

WHEREAS, Colorado Revised Statute §26-3.1-103(21) states this intergovernmental agreement is made to ensure coordinated response during all hours, to provide for special requests for assistance from one agency to another, and to arrange for joint investigation(s) when needed to maximize the effectiveness of the civil and criminal investigative processes; and

WHEREAS, it is understood that joint investigations may be used as a means to coordinate the efforts of the involved agencies, and that each individual agency remains accountable to its own rules, policies, and statutes; and

WHEREAS, it is understood that joint agencies involved in this intergovernmental agreement shall accept reports of known or suspected mistreatment or self-neglect of at-risk adults; and

WHEREAS, the passage of this Ordinance authorizes an “Intergovernmental Agreement between Arapahoe County Department of Human Services made to ensure coordinated response during all hours, to provide for special requests for assistance from one agency to another, and to arrange for joint investigation(s) when needed to maximize the effectiveness of the civil and criminal investigative processes.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes an “Intergovernmental Agreement Between Arapahoe County Department of Human Services and the City of Englewood” for mutual aid and cooperation between and across jurisdictions within the 18<sup>TH</sup> Judicial District for investigation reports involving possible mistreatment or self-neglect of at-risk adults, attached hereto as Exhibit A.

Section 2. The Chief of Police of the City of Englewood is hereby authorized to sign said Intergovernmental Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 21st day of September, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 24th day of September, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 23rd day of September, 2015 for thirty (30) days.

Read by title and passed on final reading on the 5<sup>TH</sup> day of October, 2015.

Published by title in the City’s official newspaper as Ordinance No. \_\_\_\_, Series of 2015, on the 8th day of October, 2015.

Published by title on the City’s official website beginning on the 7th day of October, 2015 for thirty (30) days.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
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

# Adult Protective Services Cooperative Agreement

Between

The *Arapahoe* County Department of *Human Services*

And

*Arapahoe* County Attorney

*Arapahoe* County Sheriff

District Attorney, 18<sup>th</sup> Judicial District

The Cities of: Police Department(s):  
Aurora, Bow Mar, Cherry Hills Village, Columbine Valley,  
Englewood, Glendale, Greenwood Village, Littleton,  
Sheridan, acting by and through their respective Police  
Departments.

- I. **SUBJECT:** *Arapahoe* County Adult Protective Services Cooperative Agreement for investigation of reports involving possible mistreatment or self-neglect of at-risk adults.
- II. **PURPOSE:** To clarify the coordinated duties and responsibilities of agencies involved in reporting, responding, and investigating reports regarding the mistreatment , exploitation and self-neglect of at-risk adults.
- III. **TERM OF AGREEMENT:** This Agreement will commence upon the date of the final signature and will be in effect for no more than five (5) years. Changes in or termination of in the Agreement may be made at any time by mutual consent of APS and *the above mentioned cities acting through law enforcement agencies*. Nothing in this Agreement shall substitute or represent a change in either any agency's legally mandated responsibilities.
- IV. **BACKGROUND AND BASIS FOR THE AGREEMENT:**

Colorado Revised Statute, Section 26-3.1-103 (21) states: In each county department, law enforcement agency, district attorney's office, other agency responsible under federal law or the laws of this state to investigate mistreatment, self-neglect or exploitation of at-risk adults shall develop and implement cooperative agreements to coordinate the investigative duties of such agencies. The focus of such agreement shall be to ensure the best protection for at-risk adults. The agreements shall provide for special requests by one agency for assistance from

another agency and for joint investigations. The agreement shall further provide that each agency shall maintain the confidentiality of the information exchanged pursuant to such joint investigation.”

## **V. PRINCIPLES OF THE AGREEMENT**

In accordance with C.R.S. 26-3.1 – 103, the above-cited statute, this agreement is made to ensure coordinated response during all hours, to provide for special requests for assistance from one agency to another, and to arrange for joint investigation(s) when needed to maximize the effectiveness of the civil and criminal investigative processes.

It is understood that joint investigations may be used as a means to coordinate the efforts of the involved agencies, and that each individual agency remains accountable to its own rules, policies, and statutes.

It is understood that all agencies involved in this agreement shall accept reports of known or suspected mistreatment or self-neglect of at-risk adults.

## **VI. BUSINESS AND NON-BUSINESS HOUR PROCESSES**

County departments are required by APS program rule to have an established process to receive reports during business and non-business hours.

The *Arapahoe* County Department, herein known as Adult Protective Services (APS), receives reports during business hours at (303) 636-1750. Business hours are 8:00 AM – 5:00PM, Monday – Friday.

Calls of reports should be made to (303) 636-1750 24 hours a day, 7 days a week. All reports should be made immediately to APS, regardless of the time of day. APS does not accept reports made by fax or email. Reports made during non-business hours are received by Arapahoe County Sheriff Dispatchers/Communications, and ACSO is responsible for contacting the on call Arapahoe County Department employee. Additionally, APS provides a Law Enforcement Express Hotline for law enforcement agents in need of expedited assistance at 303-636-1761.

## **VII. DISPOSITION OF REPORTS**

A copy of all reports of (*exploitation/mistreatment/self-neglect/all*) made to APS shall be forwarded to *the appropriate law enforcement agency* within twenty four hours of receipt of the report, excluding weekends, holidays, or days the county is closed. When applicable, reports should be forwarded the next business day.

A copy of all reports of mistreatment and self-neglect made to law enforcement and the district attorney's office shall be forwarded to APS within twenty four of receipt of the report.

The report shall include: name, age, and address of the at-risk adult; the name and address of the at-risk adult's caretaker, if any; the suspected nature and extent of the at-risk adult's injury, if any; the nature and extent of the condition that will reasonably result in mistreatment or self-neglect; and other pertinent information.

Reports involving criminal allegations of mistreatment, including caretaker neglect shall be immediately referred to local law enforcement. When criminal allegations are not initially apparent, the caseworker shall refer to (*law enforcement office*) as soon as there are reasonable suspicions that a crime has been committed.

Reports of abuse, caretaker neglect, and/or exploitation of at-risk elders, 70 years of age or older, must be reported to law enforcement. Law enforcement will forward all reports of abuse, caretaker neglect, or exploitation of at-risk elders to APS within 24 hours. APS will review and evaluate each report to determine if the at-risk elder meets the statutory requirements of an at-risk adult pursuant to C.R.S. 26-3.1-101 (1) before protective services are rendered.

If a report is made to APS and it is later discovered that the person is 70 years of age or older, APS will notify law enforcement immediately. These are cases when the reporting party is not aware of the adult's age and makes the report to APS.

The report shall include: name, age, and address of the at-risk elder; the name and address of the at-risk elder's caretaker, if any; the suspected nature and extent of the at-risk elder's injury, if any; the nature and extent of the condition that will reasonably result in abuse, caretaker neglect, and/or exploitation; and other pertinent information.

## **VIII. AGENCY ROLES**

Adult Protective Services is responsible for investigating reports of suspected mistreatment and/or self-neglect of at-risk adults.

The County Attorney's Office is responsible for reviewing reports of mistreatment of at-risk adults when a review is requested, when APS is considering filing for guardianship and/or conservatorship of an at-risk adult, and when an investigation involves complaints of alleged criminal activity.

Law enforcement agencies are primarily responsible for the coordination and investigation of criminal allegations involving at-risk adults and at-risk elders.

The District Attorney's Office is responsible for reviewing reports of criminal actions or threats of mistreatment of at-risk adults and at-risk elders to determine possibility of prosecution.

## **IX. JOINT INVESTIGATION PROCEDURE AND GUIDELINES**

Some reports may need to be jointly investigated when time and resources allow. Any agency entering into this agreement may request assistance from another agency entering into this agreement in the investigation and assessment of the at-risk adult's safety and well-being. Additionally, any agency may request stand-by assistance from another agency. *(For example, in situations where an APS worker's safety may be in question or where law enforcement needs assistance with a client with dementia.)*

When a joint investigation is required, the APS caseworker, law enforcement officer(s), and/or the District Attorney's Office may conduct joint interviews, compare notes, and clarify information following interviews. Law enforcement shall be considered the lead agency in criminal joint investigations. APS shall be considered the lead agency in non-criminal joint investigations. Developmental disability, ombudsman or mental health staff may be present as part of the joint investigative team.

When joint investigation is required, contact law enforcement by calling dispatch, or County Hotline Staff (303) 636-1750) and contact the District Attorney's Office by calling 303-795-4639.

Joint investigation or stand by assistance may be utilized when any of the following pertain to an at-risk adult:

1. There is pain and/or physical injury, as demonstrated by, but not limited to, substantial or multiple skin bruising, bleeding, malnutrition, dehydration, burns, bone fractures, poisoning, subdural hematoma, soft tissue swelling or suffocation.
2. Unreasonable confinement or restraint has been imposed.
3. There is nonconsensual sexual conduct or contact classified as a crime under Colorado law.
4. Caretaker neglect threatens the at-risk adult's safety or well-being.
5. Financial exploitation has occurred and/or is occurring and the exploitation is a crime under Colorado law.
6. Threats of violence, presence of firearms, intoxication, or any illegal activity is present and threatens the at-risk adult or APS caseworker's safety.
7. Specialized interviewing skills might be required.

## **X. CONFIDENTIALITY**

Reports and investigative information shall be confidential. Disclosure of information, including the name and address of the at-risk adult, members of the

adult's family, reporting party's name and address, or any other identifying information contained in reports shall be permitted only when authorized by law or ordered by the court, as outlined in Section 26-3.1-102(7), C.R.S.

Notwithstanding any provision of Section 24-72-204, C.R.S., or Section 11-105-110, C.R.S., or any other applicable law concerning the confidentiality of financial records to the contrary, designated agencies investigating the exploitation of an at-risk adult shall be permitted to inspect all records of the at-risk adult on whose behalf the investigation is being conducted, including the at-risk adult's financial records, upon execution of a prior written consent form by the at-risk adult, in accordance with Section 6-21-103, C.R.S. pursuant to Section 26-3.1-103, C.R.S.

In addition, each agency shall maintain the confidentiality of the information exchanged pursuant to joint investigations as required by Section 26-3.1-103(2), C.R.S.

**SIGNED BY:**

\_\_\_\_\_  
Director, *Arapahoe* County Department of Human Services      Date

\_\_\_\_\_  
District Attorney, 18<sup>th</sup> Judicial District      Date

\_\_\_\_\_  
*Arapahoe* County Attorney      Date

\_\_\_\_\_  
*Arapahoe* County Sheriff      Date

\_\_\_\_\_  
Chief, Aurora Police Department      Date



## COUNCIL COMMUNICATION

<b>Date:</b> October 5, 2015	<b>Agenda Item:</b> 9ci	<b>Subject:</b> Reappoint Associate Judge Marcia G. O'Brien
<b>Initiated By:</b> Municipal Court		<b>Staff Source:</b> Tamara Wolfe, Court Administrator

### PREVIOUS COUNCIL ACTION

The Municipal Court supports City Council's goal of providing appropriate service levels by requesting that they continue to appoint Associate Judges to serve the City of Englewood.

### RECOMMENDED ACTION

Presiding Judge Vincent Atencio would request that the Council re-appoint Marcia O'Brien to serve a 4-year term as an Associate Judge for the City of Englewood, commencing October 5, 2015 and expiring October 4, 2019.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Associate judges are required in order for the Court to maintain a full time, full service, schedule. The judges fill in for the Presiding Judge when there is a conflict of interest, illness or vacation. Ms. O'Brien meets the qualifications required to serve as an Associate Judge. An additional Associate Judge is required at this time in order to preserve adequate service levels.

### FINANCIAL IMPACT

There is no additional financial impact, as associate judge fees are included in the annual budget.

### LIST OF ATTACHMENTS

The Resolution document is attached.

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2015

A RESOLUTION FOR THE REAPPOINTMENT OF MARCIA G. O'BRIEN, AS ASSOCIATE MUNICIPAL JUDGE FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, pursuant to Article IX, Part II, Section 68, of the Englewood Home Rule Charter, "Council may appoint one or more associate judges, who shall sit at such times and upon such causes as shall be determined by the presiding municipal judge;" and

WHEREAS, Associate Judges are appointed for four year staggered terms; and

WHEREAS, Marcia O'Brien's prior term expires October 4, 2015; and

WHEREAS, Judge Vincent Atencio requests the Council reappoint Marcia O'Brien to another four year term as an Associate Judge for the City of Englewood;

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

Section 1. Marcia G. O'Brien shall be and hereby is reappointed as Associate Municipal Judge in and for the City of Englewood, Colorado, for a term commencing October 5, 2015 and expiring October 4, 2019.

ADOPTED AND APPROVED this 5th day of October, 2015.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2015.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

## COUNCIL COMMUNICATION

<b>Date:</b> October 5, 2015	<b>Agenda Item:</b> 9cii	<b>Subject:</b> Police partial portable radio replacement
<b>Initiated By:</b> Police Department		<b>Staff Source:</b> Commander Tim Englert

### PREVIOUS COUNCIL ACTION

In 2014 City Council approved the replacement of the console radios in the Dispatch Center by taking advantage of reimbursement funding available through the Arapahoe County E911 Authority. The Police Department would like to again use E911 funding to purchase 20 portable radios to replace out of date equipment.

This action supports the ongoing project to replace outdated equipment by providing police officers with state-of-the-art, quality communications equipment.

### RECOMMENDED ACTION

The Police Department Recommends that the City sign a contract with Motorola for the replacement of the twenty portable radios to be reimbursed by the Arapahoe E911 Authority.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Arapahoe County E911 Authority Board provides reimbursement funding for approved equipment which is directly related to the delivery of 911 service. The Authority Board has recently added radio equipment to the list of equipment available for reimbursement.

Motorola is currently the sole source provider for radio equipment used by the City of Englewood. Motorola equipment is compatible with the State Digital Trunked Radio System (DTRS) which is used by agencies in Arapahoe County. The City of Englewood recently upgraded the console radios in the dispatch center with Motorola equipment which was funded E911 with reimbursement funds.

The Arapahoe County E911 Board requires the City of Englewood make the "upfront" purchase and request reimbursement. The cost of 20 portable radios and associated accessory equipment is quoted at \$82,000. If the radios are ordered by September 30, 2015 Motorola will give the City a 40% for the radios only. The price with the discount is \$66,805, a cost savings of \$15,195.

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2015

A RESOLUTION AWARDING A SOLE SOURCE CONTRACT FOR THE PURCHASE OF  
TWENTY POLICE PORTABLE RADIOS TO MOTOROLA SOLUTIONS.

WHEREAS, Section 116(b) of the Englewood Home Rule Charter and Section 4-1-3-1 of the Englewood Municipal Code 2000, allow contracts for public works or improvements to be negotiated, provided that contracts for which no competitive bids have been requested to be approved by resolution declaring the reason for the exception to the competitive bidding requirement; and

WHEREAS, in 2014 the Englewood City Council approved the replacement of the consol radios in the Dispatch Center by taking advantage of reimbursement funding available through the Arapahoe County E911 Authority; and

WHEREAS, the Englewood Police Department would like to use E911 funding again to purchase 20 portable radios to replace outdated equipment in order to provide Englewood police officers with state-of-art quality communications equipment; and

WHEREAS, Motorola is currently the sole source provider for radio equipment used by the City of Englewood which is compatible with the State Digital Trunked Radio System (DTRS) which is used by agencies in Arapahoe County; and

WHEREAS, the Arapahoe County E911 Board requires the City of Englewood make the “upfront” purchase and request reimbursement; and

WHEREAS, the funds for the upfront purchase would come from 2015 Police Budget; and

WHEREAS, the cost of 20 portable radios and associated accessory equipment was quoted at \$82,000; however, because City Council authorized the purchase by Motion at the September 21, 2015 meeting, the City received a 40% discount for the radios with the resulting price of \$66,805 for a savings of \$15,195.

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

Section 1. The Englewood City Council hereby authorizes the negotiated contract from Motorola Solutions for the purchase of Englewood Police Department twenty portable radios, in lieu of the competitive bid process as allowed by Section 116(b) of the Englewood Home Rule Charter in the amount of \$ 66,805.00, attached hereto as Exhibit A.

ADOPTED AND APPROVED this 5th day of October, 2015.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2015.

---

Loucrishia A. Ellis, City Clerk



Quote Number: QU0000334697  
 Effective: 21 SEP 2015  
 Effective To: 20 DEC 2015

EXHIBIT A

<b>Bill-To:</b>	<b>Ultimate Destination:</b>
ENGLEWOOD POLICE DEPARTMENT, CITY OF 3615 S ELATI ST ENGLEWOOD, CO 80110 United States	ENGLEWOOD POLICE DEPARTMENT, CITY OF 3615 S ELATI ST ENGLEWOOD, CO 80110 United States

<b>Attention:</b>	<b>Sales Contact:</b>
<b>Name:</b> Tim Englert	<b>Name:</b> Clint Goldenstein
<b>Email:</b>	<b>Email:</b>
	<b>Phone:</b>

**Contract Number:** WSCA STANDARD  
**Freight terms:** FOB Destination  
**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	20	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$5,065.00	\$3,039.00	\$60,780.00
1a	20	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION			
1b	20	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS			
1c	20	QA01222AB	ADD: BELT CLIP 3.0" (HLN6875)			
1d	20	H38BT	ADD: SMARTZONE OPERATION			
1e	20	Q361AR	ADD: P25 9600 BAUD TRUNKING			
1f	20	QA00580AC	ADD: TDMA OPERATION			
2	20	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$125.00	\$93.75	\$1,875.00
3	20	PMMN4069A	IMPRES RSM, 3.5MM JACK, IP55	\$110.00	\$82.50	\$1,650.00
4	2500	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$2,500.00

**Total Quote in USD** **\$66,805.00**

\* This quote contains items with approved price exceptions applied against it

Pricing is in accordance with the State of Colorado Public Safety Communications Equipment & Services Contract #20150000000233/WSCA and reflects an additional subscriber discount on portable radios if purchase order is received prior to COB Sept. 30, 2015.

- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
  - >Have a PO Number/Contract Number & Date
  - >Identify "Motorola Solutions Inc." as the Vendor
  - >Have Payment Terms or Contract Number
  - >Be issued in the Legal Entity's Name
  - >Include a Bill-To Address with a Contact Name and Phone Number
  - >Include a Ship-To Address with a Contact Name and Phone Number
  - >Include an Ultimate Address (only if different than the Ship-To)
  - >Be Greater than or Equal to the Value of the Order

- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

## COUNCIL COMMUNICATION

<b>Meeting Date:</b> Oct. 5, 2015	<b>Agenda Item:</b> 11ai	<b>Subject:</b> Amendment to Agreement regarding RiverRun Trailhead
<b>Initiated By:</b> Department of Parks and Recreation	<b>Staff Source:</b> Joe Sack, Recreation Services Manager	

### PREVIOUS COUNCIL ACTION

- Resolution No. 87, Series of 2015, authorizing The City's Arapahoe County Open Space grant application for the construction of the River Run Trailhead Phase II.
- Council Bill No. 25, Ordinance No. 27, series of 2015, authorizing an intergovernmental agreement with Arapahoe County for the acceptance and use of Open Space grant funding in the amount of \$300,000 for the construction of the River Run Trailhead Phase I.
- Resolution No. 6, Series of 2015, authorizing The City's Arapahoe County Open Space grant application for the construction of the River Run Trailhead Phase I.
- Council Bill No. 56, Ordinance No. 50, series of 2014, authorizing an Intergovernmental Agreement regarding the construction of drainage and flood control improvements for South Platte River at Oxford Avenue between the Urban Drainage and Flood Control District, the Colorado Water Conservation Board and Arapahoe County by adding the City of Englewood, the City of Sheridan and the South Suburban Parks and Recreation District as participants.
- Resolution No. 38, Series of 2014, authorizing \$100,000 funding for River Run Project support from Arapahoe County Open Space Fund.
- Council Bill No. 41, Ordinance No. 38, Series of 2011, authorizing an Intergovernmental Agreement accepting the 2010 Riverside Park Planning grant between Arapahoe County and the City of Englewood, Colorado.
- Resolution No. 89 Series of 2010, in support of the City's Arapahoe County Open Space (ACOS) grant application for the Riverside Park Planning grant.

### RECOMMENDED ACTION

Staff recommends City Council adopt a bill for an ordinance to approve an Intergovernmental Agreement amending the previous agreement (Council Bill No. 56, Ordinance No. 50, series of 2014) which established funding for the RiverRun Project.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The South Platte Working Group is a consortium of interested parties whose goal is to make improvements along the South Platte River. The intent is to provide better accessibility to the river for recreational use. South Platte Working Group members include: City of Englewood, City of Sheridan, City of Littleton, Arapahoe County, South Suburban Parks and Recreation District, the Colorado Water Conservation Board, Urban Drainage and Flood Control District, the Army Corp of Engineers and other interested parties.

The primary focus area for the City of Englewood has been the area between Union Avenue and Oxford Avenue known as "RiverRun Project". Key projects in the area include a passive walking/biking trail on the east side of the river, new kayak shoots in the river at Oxford Avenue, channelization of the river for faster water flow, improvements for fishing and recreation access and the development of the RiverRun Trailhead (northeast corner of Oxford Avenue and the South Platte River) at Broken Tee Golf Course.

The South Platte Working Group Project Funding Summary Table is included as part of the 2015 Amendment to the Funding Agreement between the City of Englewood, Urban Drainage and Flood Control District, the City of Sheridan, South Suburban Parks and Recreation District and Arapahoe County. The agreement formalizes the 2015 funding of \$550,000 to the RiverRun Project from the City of Englewood.

**FINANCIAL IMPACT**

Funding Sources:

2015 Arapahoe County Open Space Grant	\$300,000
2015 Conservation Trust Fund	\$ 75,000
2015 Open Space Fund	\$175,000
Total -	\$550,000

**LIST OF ATTACHMENTS**

Ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015

COUNCIL BILL NO. 48  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN AMENDMENT TO AGREEMENT REGARDING CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR SOUTH PLATTE RIVER AT OXFORD AVENUE AGREEMENT NO. 11-07.25C BETWEEN THE CITY OF ENGLEWOOD, THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, THE COLORADO WATER CONSERVATION BOARD, AND ARAPAHOE COUNTY, THE CITY OF SHERIDAN AND THE SOUTH SUBURBAN PARKS AND RECREATION DISTRICT REGARDING RIVERRUN TRAILHEAD.

WHEREAS, the purpose of this Agreement is the construction of drainage and flood control improvements for the South Platte River at Oxford Avenue (“Project”); and

WHEREAS, the implementation Agreement and this Amendment define the responsibilities and financial commitments of all of the parties; and

WHEREAS, the implementation Agreement and this Amendment defines the financial commitments and responsibilities of the parties regarding maintenance of the project; and

WHEREAS, the “Principles of Cooperation” Agreement outlines the implementation strategy for the South Platte River at Oxford Avenue improvement project with the goal of promoting a healthy river in an attractive setting which creates a quality recreational experience; and

WHEREAS, in 2011 the Urban Drainage and Flood Control District and the Colorado Water Conservation Board entered into an intergovernmental agreement entitled “ Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue” (Agreement NO. 11-07.25); and

WHEREAS, the Urban Drainage and Flood Control District, the Colorado Water Conservation Board and Arapahoe County entered into “Amendment to Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue – Agreement No. 11-07.25B” which added the City of Englewood, the City of Sheridan and the South Suburban Parks and Recreation District as participants by the passage of Ordinance No. 50, Series of 2014; and

WHEREAS, the Urban Drainage and Flood Control District, the Colorado Water Conservation Board and Arapahoe County entered into “Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue” (Agreement No. 11 07.25C) dated March 2, 2015; and

WHEREAS, the Colorado Water Conservation Board's contribution for design have been fulfilled and will no longer will be party to the Agreement; and

WHEREAS, the Parties now desire to add additional funding for final design to increase the level of funding by \$3,020,000; and

WHEREAS, the County Commissioners, the City of Sheridan and the City of Englewood, the Board of Directors of South Suburban Parks and Recreation District and the Urban Drainage and Flood Control District have authorized, by appropriation or resolution, all of Project costs of the respective Parties and establishing funding for the RiverRun Project; and

WHEREAS, the passage of this proposed ordinance approves an Intergovernmental Agreement amending the previous Agreement (Ordinance No. 50, Series of 2014) which established funding for the River Run Project.

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 "Amendment To Agreement Regarding Construction of Drainage And Flood Control Improvements For South Platte River At Oxford Avenue" Agreement No. 11-07.25C, between Urban Drainage and Flood Control District, Board of County Commissioners Arapahoe County, City of Englewood, City of Sheridan and South Suburban Parks and Recreation District regarding construction of drainage and flood control improvements for the South Platte River at Oxford Avenue, attached hereto as Exhibit A.

Section 2. The Mayor and City Clerk are hereby authorized to sign and attest, the "Amendment to Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue" Agreement No. 11-07.25C, for and on behalf of the City Council of the City of Englewood, Colorado.

Section 3. There are no federal funds being used by Englewood on this Project. Englewood funds are from Open Space and Shareback funds.

Introduced, read in full, and passed on first reading on the 5th day of October, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of October, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 5th day of October, 2015.

---

Loucrishia A. Ellis

AMENDMENT TO  
AGREEMENT REGARDING  
CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
SOUTH PLATTE RIVER AT OXFORD AVENUE

Agreement No. 11-07.25C

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), ARAPAHOE COUNTY (hereinafter called "COUNTY"), CITY OF ENGLEWOOD (hereinafter called "ENGLEWOOD"), CITY OF SHERIDAN (hereinafter called "SHERIDAN"), SOUTH SUBURBAN PARKS AND RECREATION DISTRICT (hereinafter called "SSPR"), and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT and COLORADO WATER CONSERVATION BOARD (hereinafter called "CWCB") have entered into "Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue" (Agreement No. 11-07.25) dated December 8, 2011; and

WHEREAS, DISTRICT, CWCB and COUNTY have entered into "Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue" (Agreement No. 11-07.25B) dated April 17, 2014; and

WHEREAS, DISTRICT, CWCB and COUNTY have entered into "Agreement Regarding Construction of Drainage and Flood Control Improvements for South Platte River at Oxford Avenue" (Agreement No. 11 07.25C) dated March 2, 2015; and

WHEREAS, CWCB's contribution for design have been fulfilled and will no longer will be party to the Agreement; and

WHEREAS, PARTIES now desire to add additional funding for final design; and

WHEREAS, PARTIES desire to increase the level of funding by \$3,020,000; and

WHEREAS, the County Commissioners of COUNTY, the City Council of SHERIDAN and ENGLEWOOD the Board of Directors of SSPR and DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design

- 2. Construction of improvements;
  - 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$6,112,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>AS PREVIOUSLY AMENDED</u>
1. Final Design	\$1,470,000	\$900,000
2. Construction	4,642,000	2,192,000
3. Contingency	-0-	-0-
Grand Total	\$6,112,000	\$3,092,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	25.31%	\$797,000	\$750,000	\$1,547,000
CWCB	2.44%	\$149,000	\$-0-	\$149,000
COUNTY	47.30%	\$1,546,000	\$1,345,000	\$2,891,000
SHERIDAN	10.23%	\$250,000	\$375,000	\$625,000
ENGLEWOOD	10.63%	\$100,000	\$550,000	\$650,000
SSPR	4.09%	\$250,000	\$-0-	\$250,000
TOTAL	100.00%	\$3,092,000	\$3,020,000	\$6,112,000

The City of Englewood contribution to the project is \$130,000 directly contracted with CONSULTANT to design the Broken Tee Trailhead located on the northeast corner of Oxford Avenue and the South Platte River.

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CWCB - \$149,000, COUNTY - \$2,891,000, SHERIDAN - \$625,000, ENGLEWOOD - \$650,000; SSPR - \$250,000; DISTRICT - \$1,547,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 11-07.25 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND  
FLOOD CONTROL DISTRICT

(SEAL)

By \_\_\_\_\_

ATTEST:

Title Executive Director

\_\_\_\_\_

Date \_\_\_\_\_

For the Board of County Commissioners  
ARAPAHOE COUNTY

By: \_\_\_\_\_  
Authorization pursuant to Resolution 120113

Title: Director, Open Space and Intergovernmental Relations

Date: \_\_\_\_\_

CITY OF SHERIDAN

(SEAL)

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF ENGLEWOOD

(SEAL)

ATTEST:

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

By \_\_\_\_\_

Randy P. Penn  
Title Mayor

Date \_\_\_\_\_

SOUTH SUBURBAN PARKS AND  
RECREATION DISTRICT

(SEAL)

By \_\_\_\_\_

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

## COUNCIL COMMUNICATION

<b>Date</b> October 5, 2015	<b>Agenda Item</b> 11aii	<b>Subject</b> Bill For An Ordinance Adopting the Budget For Fiscal Year 2016
<b>Initiated By</b> Department Of Finance and Administrative Services		<b>Staff Source</b> Eric Keck, City Manager

### PREVIOUS COUNCIL ACTION

City Council and staff began the 2016 budget process at the June 29, 2015, Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 10 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 24 Study Session.

On September 8, 2014, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations.

A public hearing to gather citizen input regarding the 2016 Proposed Budget was held on September 21, 2015.

A "budget workshop" was held at the September 28, 2015, Study Session to discuss input from citizens at the public hearing and the Budget Advisory Committee as provided in their 2015 Annual Report.

### RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance adopting the 2016 Budget.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Charter of the City of Englewood requires the City Council to adopt next year's Budget and Appropriation Ordinances no later than thirty days prior to the first day of the next fiscal year to insure there is legal authority to expend funds.

Due to limited growth in the revenue sources available to the City, the 2015 Budget limited expenditures increases as much as possible while limiting the impact on the citizens. Many City employees continue to sacrifice to make this budget work by using and not cashing out personal leave and taking on additional duties to help maintain service levels and the City's financial reserves.

City staff and Council worked together to hold expenditure increases in check as much as they could but some expenditures, mainly personnel-related, continue to grow outside of the control of staff.

### FINANCIAL IMPACT

The City of Englewood 2016 Budget for all funds provides for total sources of funds of **\$93,181,551** and total uses of funds of **\$99,140,976**. The below chart depicts at a fund level the Estimated Beginning Balance, Sources of Funds, Uses of Funds and Estimated Ending Balance for 2016.

	Estimated Beginning Balance	Sources	Uses	Estimated Ending Balance
<b>Governmental Fund Types</b>				
<b>General Fund</b>	9,658,951	44,234,436	46,206,656	7,686,731
<b>Special Revenue Funds</b>				
Conservation Trust Fund	281,606	310,000	556,500	35,106
Commercial Revolving Loan Fund	-	-	-	-
Community Development Fund	-	360,000	360,000	-
Donors Fund	364,705	105,000	228,000	241,705
Malley Center Trust Fund	235,626	7,000	5,000	237,626
Parks & Recreation Trust Fund	461,594	15,000	13,000	463,594
Special Assessment and Surplus Fund	-	-	-	-
Open Space Fund	276,342	735,000	937,000	74,342
<b>Total Special Revenue Funds</b>	1,619,873	1,532,000	2,099,500	1,052,373
<b>Debt Service Fund</b>				
General Obligation Bond Fund	57,792	1,102,000	1,108,113	51,679
<b>Total Debt Service Fund</b>	57,792	1,102,000	1,108,113	51,679
<b>Capital Projects Funds</b>				
Public Improvement Fund	1,579,054	4,509,000	5,399,165	688,889
Capital Projects Fund	662,319	1,830,500	2,242,458	250,361
<b>Total Capital Projects Funds</b>	2,241,373	6,339,500	7,641,623	939,250
<b>Total Governmental Funds</b>	13,577,989	53,207,936	57,055,892	9,730,033

<b>Proprietary Fund Types</b>				
<b>Enterprise Funds</b>				
Water Fund	9,785,231	8,378,247	9,112,957	9,050,521
Sewer Fund	2,547,522	16,207,602	17,626,078	1,129,046
Stormwater Drainage Fund	1,117,192	329,013	343,220	1,102,985
Golf Course Fund	470,393	2,141,498	2,103,184	508,707
Concrete Utility Fund	523,919	884,200	877,664	530,455
Housing Rehabilitation Fund	1,685,060	1,000,000	1,000,000	1,685,060
<b>Total Enterprise Funds</b>	16,129,317	28,940,560	31,063,103	14,006,774
<b>Internal Service Funds</b>				
Central Services Fund	46,333	301,975	332,407	15,901
ServiCenter Fund	1,194,203	2,394,408	2,267,000	1,321,611
Capital Equipment Replacement Fund	2,003,106	981,437	1,106,447	1,878,096
Risk Management Fund	60,537	1,445,446	1,435,555	70,428
Employee Benefits Fund	75,332	5,909,789	5,880,572	104,549
<b>Total Internal Service Funds</b>	3,379,511	11,033,055	11,021,981	3,390,585
<b>Total Proprietary Funds</b>	19,508,828	39,973,615	42,085,084	17,397,359
<b>Total All Funds</b>	33,086,817	93,181,551	99,140,976	27,127,392

**LIST OF ATTACHMENTS:** Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015

COUNCIL BILL NO. 52  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF ENGLEWOOD,  
COLORADO, FOR FISCAL YEAR 2016.

WHEREAS, pursuant to the provisions of Part I, Article X, of the Charter of the City of Englewood, Colorado, a budget for fiscal year 2016 was duly submitted by the City Manager to the City Council on September 8, 2015; and

WHEREAS, a public hearing on said budget was held by the City Council within three weeks after its submission at the meeting of the City Council on September 21, 2015. Regular notice of the time and place of said hearing was published within seven days after submission of the budget in the manner provided in the Charter for the publication of an ordinance; and

WHEREAS, the City Council of the City of Englewood has studied and discussed the budget on numerous occasions;

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

Section 1. That the budget of the City of Englewood, Colorado, for fiscal year 2016, as submitted by the City Manager, duly considered by the City Council and with changes made by the City Manager to reflect Council discussion after public hearing, is adopted as the budget for the City of Englewood for the fiscal year 2016.

Section 2. GENERAL FUND

2016 BUDGET

Total Fund Balance, January 1, 2016

\$ 9,658,951

	<u>Revenues</u>
Sales/Use Tax	26,863,699
Property and Specific Ownership Tax	3,609,000
Franchise/Occupation/Cigarette Tax/Hotel	3,355,600
License/Permits	1,168,222
Intergovernmental Revenue	1,287,104
Charges for Services	2,551,862
Cultural & Recreation	2,592,400
Fines & Forfeitures	1,008,350
Interest	86,446
Contribution from Component Units	1,150,000
Other	<u>211,088</u>

Total Revenues	\$ 43,883,771
Other Financing Sources	<u>350,665</u>
Total Sources of Funds	\$ 44,234,436

	<u>Expenditures</u>
Legislation	365,572
City Manager's Office	6,586,762
City Attorney's Office	810,022
Municipal Court	1,058,583
Finance and Administrative Services	3,965,669
Community Development	2,134,378
Public Works	6,208,706
Library Services	13,247,547
Parks and Recreation Services	6,136,594
Contingencies	250,000
Debt Service	<u>1,871,644</u>
Total Expenditures	\$43,876,656
Other Financing Uses	<u>2,330,000</u>
Total Uses of Funds	\$46,206,656
Total Fund Balance, December 31, 2016	\$ 7,686,731

Section 3. SPECIAL REVENUE FUNDS

<u>Conservation Trust Fund</u>	
Fund Balance, January 1, 2016	\$ 281,606
Revenues	\$ 310,000
Expenditures	\$ 556,500
Fund Balance, December 31, 2016	\$ 35,106
<u>Community Development Fund</u>	
Fund Balance, January 1, 2016	\$ -0-
Revenues	\$ 360,000
Expenditures	\$ 360,000
Fund Balance, December 31, 2016	\$ -0-

<u>Donors Fund</u>	
Fund Balance, January 1, 2016	\$ 364,705
Revenues	\$ 105,000
Expenditures	\$ 228,000
Fund Balance, December 31, 2016	\$ 241,705
<u>Parks and Recreation Trust Fund</u>	
Fund Balance, January 1, 2016	\$ 461,594
Revenues	\$ 15,000
Expenditures	\$ 13,000
Fund Balance, December 31, 2016	\$ 463,594
<u>Malley Center Trust Fund</u>	
Fund Balance, January 1, 2016	\$ 235,626
Revenues	\$ 7,000
Expenditures	\$ 5,000
Fund Balance, December 31, 2016	\$ 237,626
<u>Open Space Fund</u>	
Fund Balance, January 1, 2016	\$ 276,342
Revenues	\$ 735,000
Expenditures	\$ 937,000
Fund Balance, December 31, 2016	\$ 74,342

Section 4. DEBT SERVICE FUND

<u>General Obligation Bond Fund</u>	
Fund Balance, January 1, 2016	\$ 57,792
Revenues	\$ 1,102,000
Expenditures	\$ 1,108,113
Fund Balance, December 31, 2016	\$ 51,679

Section 5. CAPITAL PROJECT FUNDS

Public Improvement Fund

Fund Balance, January 1, 2016	\$ 1,579,054
Revenues	\$ 4,509,000
Expenditures and Transfers	\$ 5,399,165
Fund Balance, December 31, 2016	\$ 688,889

Capital Projects Fund

Fund Balance, January 1, 2016	\$ 662,319
Revenues and Transfers In	\$ 1,830,500
Expenditures	\$ 2,242,458
Fund Balance, December 31, 2016	\$ 250,361

Section 6. ENTERPRISE FUNDS

Water Fund

Fund Balance, January 1, 2016	\$ 9,785,231
Revenues	\$ 8,378,247
Expenditures	\$ 9,112,957
Fund Balance, December 31, 2016	\$ 9,050,521

Sewer Fund

Fund Balance, January 1, 2016	\$ 2,547,522
Revenues	\$ 16,207,602
Expenditures	\$ 17,626,078
Fund Balance, December 31, 2016	\$ 1,129,046

Storm Drainage Fund

Fund Balance, January 1, 2016	\$ 1,117,192
Revenues	\$ 329,013
Expenditures	\$ 343,220
Fund Balance, December 31, 2016	\$ 1,102,985

Golf Course Fund

Fund Balance, January 1, 2016	\$ 470,393
Revenues	\$ 2,141,498
Expenditures	\$ 2,103,184
Fund Balance, December 31, 2016	\$ 508,707

Concrete Utility Fund

Fund Balance, January 1, 2016	\$ 523,919
Revenues	\$ 884,200

Expenditures	\$ 877,664
Fund Balance, December 31, 2016	\$ 530,455
<u>Housing Rehabilitation Fund</u>	
Fund Balance, January 1, 2016	\$ 1,685,060
Revenues	\$ 1,000,000
Expenditures	\$ 1,000,000
Fund Balance, December 31, 2016	\$ 1,685,060

Section 7. INTERNAL SERVICE FUNDS

<u>Central Services Fund</u>	
Fund Balance, January 1, 2016	\$ 46,333
Revenues	\$ 301,975
Expenditures and Transfers	\$ 332,407
Fund Balance, December 31, 2016	\$ 15,901
<u>Servicenter Fund</u>	
Fund Balance, January 1, 2016	\$ 1,194,203
Revenues	\$ 2,394,408
Expenditures and Transfers	\$ 2,267,000
Fund Balance, December 31, 2016	\$ 1,321,611
<u>Capital Equipment Replacement Fund</u>	
Fund Balance, January 1, 2016	\$ 2,003,106
Revenues and Transfers In	\$ 981,437
Expenditures	\$ 1,106,447
Fund Balance, December 31, 2016	\$ 1,878,096
<u>Risk Management Fund</u>	
Fund Balance, January 1, 2016	\$ 60,537
Revenues	\$ 1,445,446
Expenditures	\$ 1,435,555
Fund Balance, December 31, 2016	\$ 70,428
<u>Employee Benefits Fund</u>	
Fund Balance, January 1, 2016	\$ 75,332
Revenues	\$ 5,909,789
Expenditures	\$ 5,880,572
Fund Balance, December 31, 2016	\$ 104,549

Section 8. That the said budget shall be a public record in the office of the City Clerk and shall be open to public inspection. Sufficient copies thereof shall be made available for the use of the City Council and the public, the number of copies to be determined by the City Manager.

Introduced, read in full, and passed on first reading on the 5th day of October, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8<sup>th</sup> day of October, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 7<sup>th</sup> day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 5th day of October, 2015.

---

Loucrishia A. Ellis

Read by title and passed on final reading on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2015, on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Published by title on the City's official website beginning on the \_\_\_\_ day of \_\_\_\_\_, 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

## COUNCIL COMMUNICATION

<b>Date</b> October 5, 2015	<b>Agenda Item</b> 11aiii	<b>Subject</b> Bill For An Ordinance Appropriating Funds For Fiscal Year 2016
<b>Initiated By</b> Department of Finance and Administrative Services		<b>Staff Source</b> Eric Keck, City Manager

### PREVIOUS COUNCIL ACTION

City Council and staff began the 2016 budget process at the June 29, 2015, Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 10 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 24 Study Session.

On September 8, 2015, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations.

A public hearing to gather citizen input regarding the 2016 Proposed Budget was held on September 21, 2015.

A “budget workshop” was held at the September 28, 2015, Study Session to discuss input from citizens at the public hearing and the Budget Advisory Committee as provided in their 2015 Annual Report.

### RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance appropriating funds for 2016.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Charter of the City of Englewood requires the City Council to adopt next year’s Budget and Appropriation Ordinances no later than thirty days prior to the first day of the next fiscal year to insure there is legal authority to expend funds.

Due to limited growth in the revenue sources available to the City, the 2016 Budget limited expenditures increases as much as possible while limiting the impact on the citizens. Many City employees continue to sacrifice to make this budget work by using and not cashing out personal leave and taking on additional duties to help maintain service levels and the City’s financial reserves.

City staff and Council worked together to hold expenditure increases in check as much as they could but some expenditures, mainly personnel-related, continue to grow outside of the control of staff.

### FINANCIAL IMPACT

The City of Englewood 2016 Budget for all funds provides for total sources of funds of **\$93,181,551** and total uses of funds of **\$99,140,976**. The below chart depicts at a fund level the Estimated Beginning Balance, Sources of Funds, Uses of Funds and Estimated Ending Balance for 2016.

	Estimated Beginning Balance	Sources	Uses	Estimated Ending Balance
<b>Governmental Fund Types</b>				
<b>General Fund</b>	9,658,951	44,234,436	46,206,656	7,686,731
<b>Special Revenue Funds</b>				
Conservation Trust Fund	281,606	310,000	556,500	35,106
Commercial Revolving Loan Fund	-	-	-	-
Community Development Fund	-	360,000	360,000	-
Donors Fund	364,705	105,000	228,000	241,705
Malley Center Trust Fund	235,626	7,000	5,000	237,626
Parks & Recreation Trust Fund	461,594	15,000	13,000	463,594
Special Assessment and Surplus Fund	-	-	-	-
Open Space Fund	276,342	735,000	937,000	74,342
<b>Total Special Revenue Funds</b>	1,619,873	1,532,000	2,099,500	1,052,373
<b>Debt Service Fund</b>				
General Obligation Bond Fund	57,792	1,102,000	1,108,113	51,679
<b>Total Debt Service Fund</b>	57,792	1,102,000	1,108,113	51,679
<b>Capital Projects Funds</b>				
Public Improvement Fund	1,579,054	4,509,000	5,399,165	688,889
Capital Projects Fund	662,319	1,830,500	2,242,458	250,361
<b>Total Capital Projects Funds</b>	2,241,373	6,339,500	7,641,623	939,250
<b>Total Governmental Funds</b>	13,577,989	53,207,936	57,055,892	9,730,033

<b>Proprietary Fund Types</b>				
<b>Enterprise Funds</b>				
Water Fund	9,785,231	8,378,247	9,112,957	9,050,521
Sewer Fund	2,547,522	16,207,602	17,626,078	1,129,046
Stormwater Drainage Fund	1,117,192	329,013	343,220	1,102,985
Golf Course Fund	470,393	2,141,498	2,103,184	508,707
Concrete Utility Fund	523,919	884,200	877,664	530,455
Housing Rehabilitation Fund	1,685,060	1,000,000	1,000,000	1,685,060
<b>Total Enterprise Funds</b>	16,129,317	28,940,560	31,063,103	14,006,774
<b>Internal Service Funds</b>				
Central Services Fund	46,333	301,975	332,407	15,901
ServiCenter Fund	1,194,203	2,394,408	2,267,000	1,321,611
Capital Equipment Replacement Fund	2,003,106	981,437	1,106,447	1,878,096
Risk Management Fund	60,537	1,445,446	1,435,555	70,428
Employee Benefits Fund	75,332	5,909,789	5,880,572	104,549
<b>Total Internal Service Funds</b>	3,379,511	11,033,055	11,021,981	3,390,585
<b>Total Proprietary Funds</b>	19,508,828	39,973,615	42,085,084	17,397,359
<b>Total All Funds</b>	33,086,817	93,181,551	99,140,976	27,127,392

**LIST OF ATTACHMENTS:** Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015

COUNCIL BILL NO. 53  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE APPROPRIATING MONIES FOR ALL MUNICIPAL PURPOSES IN THE CITY OF ENGLEWOOD, COLORADO, FOR FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, CONSTITUTING WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR 2016.

WHEREAS, a public hearing on the Proposed 2016 Budget was held September 21, 2015; and

WHEREAS, the operating budgets and Multiple Year Capital Plan for all City departments and funds were reviewed at a budget workshop held on September 28, 2015; and

WHEREAS, the Charter of the City of Englewood requires the City Council to adopt bills for ordinances adopting the Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

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

Section 1. That there be and there hereby is appropriated from the revenue derived from taxation in the City of Englewood, Colorado, from collection of license fees and from all other sources of revenue including available fund balances during the year beginning January 1, 2016, and ending December 31, 2016, the amounts hereinafter set forth for the object and purpose specified and set opposite thereto, specifically as follows:

**GENERAL FUND**

Legislation	\$	365,572
City Manager's Office		6,586,762
City Attorney's Office		810,022
Municipal Court		1,058,583
Finance and Administrative Services		3,965,669
Community Development		2,134,378
Public Works		6,208,706
Police		13,247,547
Library Services		1,241,179
Parks and Recreation Services		6,136,594
Contingencies		250,000
Debt Service – Civic Center		1,520,979
Debt Service – Other		350,665

Other Financing Uses		<u>2,330,000</u>
----------------------	--	------------------

Total General Fund	\$	46,206,656
--------------------	----	------------

CONSERVATION TRUST FUND

Total Conservation Trust Fund	\$	556,500
-------------------------------	----	---------

COMMUNITY DEVELOPMENT FUND

Total Community Development Fund	\$	360,000
----------------------------------	----	---------

DONORS FUND

Total Donors Fund	\$	228,000
-------------------	----	---------

PARKS AND RECREATION TRUST FUND

Total Parks and Recreation Trust Fund	\$	13,000
---------------------------------------	----	--------

MALLEY CENTER TRUST FUND

Total Malley Center Trust Fund	\$	5,000
--------------------------------	----	-------

OPEN SPACE FUND

Total Open Space Fund	\$	937,000
-----------------------	----	---------

GENERAL OBLIGATION BOND FUND

Total General Obligation Bond Fund	\$	1,108,113
------------------------------------	----	-----------

PUBLIC IMPROVEMENT FUND

Total Public Improvement Fund	\$	5,399,165
-------------------------------	----	-----------

CAPITAL PROJECTS FUND

Total Capital Projects Fund	\$	2,242,458
-----------------------------	----	-----------

WATER FUND

Total Water Fund	\$	9,112,957
------------------	----	-----------

SEWER FUND

Total Sewer Fund	\$	17,626,078
------------------	----	------------

STORM DRAINAGE FUND

Total Storm Drainage Fund	\$	343,220
---------------------------	----	---------

GOLF COURSE FUND

Total Golf Course Fund	\$	2,103,184
------------------------	----	-----------

CONCRETE UTILITY FUND

Total Concrete Utility Fund	\$	877,664
-----------------------------	----	---------

HOUSING REHABILITATION FUND

Total Housing Rehabilitation Fund	\$	1,000,000
-----------------------------------	----	-----------

CENTRAL SERVICES FUND

Total Central Services Fund	\$	332,407
-----------------------------	----	---------

SERVICENTER FUND

Total ServiCenter Fund	\$	2,267,000
------------------------	----	-----------

CAPITAL EQUIPMENT REPLACEMENT FUND

Total Capital Equipment Replacement Fund	\$	1,106,447
--	----	-----------

RISK MANAGEMENT FUND

Total Risk Management Fund	\$	1,435,555
----------------------------	----	-----------



Read by title and passed on final reading on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2015, on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Published by title on the City's official website beginning on the \_\_\_\_ day of \_\_\_\_\_, 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

## COUNCIL COMMUNICATION

<b>Date</b> October 5, 2015	<b>Agenda Item</b> 11aiv	<b>Subject</b> Bill For An Ordinance Adopting The Budget For The Littleton/Englewood Wastewater Treatment Plant For Fiscal Year 2016
<b>Initiated By</b> Department of Finance and Administrative Services		<b>Staff Source</b> Eric Keck, City Manager

### PREVIOUS COUNCIL ACTION

City Council and staff began the 2016 budget process at the June 29, 2015, Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 10 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 24 Study Session.

On September 8, 2015, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations as well as a Citizens' Budget.

A public hearing to gather citizen input regarding the 2016 Proposed Budget was held on September 21, 2015.

A "budget workshop" was held at the September 28, 2015, Study Session to discuss input from citizens at the public hearing and the Budget Advisory Committee as provided in their 2015 Annual Report.

### RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance adopting the Littleton/Englewood Wastewater Treatment Plant Budget for fiscal year 2016.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City Council of the City of Englewood acts as administering authority for the Littleton/Englewood Wastewater Treatment Plant, a part of the duties include adopting bills for ordinances for the 2016 Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

### FINANCIAL IMPACT

The 2016 Littleton/Englewood Wastewater Treatment Plant Budget indicates a beginning funds available balance of \$115,674, total sources of funds of \$17,197,121 and total uses of funds of at \$17,197,121 leaving the ending funds available balance at \$115,674.

The total appropriation (use of funds) for 2015 is \$17,197,121.

### LIST OF ATTACHMENTS

Proposed bill for ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015

COUNCIL BILL NO. 50  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE ADOPTING THE BUDGET FOR THE LITTLETON/ENGLEWOOD  
WASTEWATER TREATMENT PLANT FOR FISCAL YEAR 2016.

WHEREAS, a public hearing on said budget was held by the City Council within three weeks after its submission on September 8, 2015. The hearing was held at the meeting of City Council on September 21, 2015, regular notice of the time and place of said hearing having been published within seven days after the submission of the budget in the manner provided in the Charter for the publication of an ordinance; and

WHEREAS, pursuant to the provisions of an agreement between the City of Littleton, Colorado, and the City of Englewood, Colorado, a budget for fiscal year 2016 was reviewed by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and recommended it be submitted to the City Council at their meeting; held on July 23, 2015; and

WHEREAS, the City Council of the City of Englewood, as the administering authority for the Littleton/Englewood Wastewater Treatment Plant, has studied the budget on numerous occasions; and

WHEREAS, it is the intent of the City Council to adopt the 2016 budget for the Littleton/Englewood Wastewater Treatment Plant as now submitted.

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

Section 1. That the budget of the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2016, as submitted by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee and duly considered by the City Council after public hearing, is hereby adopted as the budget for the Littleton/Englewood Wastewater Treatment Plant for the fiscal year 2016, as follows:

Littleton/Englewood Wastewater Treatment Plant

Fund Balance – January 1, 2016	\$	115,674
Revenues	\$	17,197,121
Expenditures	\$	17,197,121
Fund Balance – December 31, 2016	\$	115,674

Section 2. That the said budget as accepted shall be a public record in the Office of the City Clerk and shall be open to public inspection. Sufficient copies thereof shall be made available for the use of the City Council and the public, the number of copies to be determined by the City Manager.

Introduced, read in full, and passed on first reading on the 5th day of October, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of October, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 5th day of October, 2015.

---

Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date</b> October 5, 2015	<b>Agenda Item</b> 11av	<b>Subject</b> Bill For An Ordinance Appropriating Funds For The Littleton/Englewood Wastewater Treatment Plant For Fiscal Year 2016
<b>Initiated By</b> Department of Finance and Administrative Services		<b>Staff Source</b> Eric Keck, City Manager

### PREVIOUS COUNCIL ACTION

City Council and staff began the 2016 budget process at the June 29, 2015, Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion.

The Proposed Budget was discussed with Council at the August 10 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 24 Study Session.

On September 8, 2015, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations.

On September 8, 2015, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations as well as a Citizens' Budget.

A public hearing to gather citizen input regarding the 2015 Proposed Budget was held on September 21, 2015.

A "budget workshop" was held at the September 28, 2015, Study Session to discuss input from citizens at the public hearing and the Budget Advisory Committee as provided in their 2015 Annual Report.

### RECOMMENDED ACTION

Staff recommends Council approve the proposed bill for an ordinance appropriating funds for fiscal year 2016.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City Council of the City of Englewood acts as administering authority for the Littleton/Englewood Wastewater Treatment Plant, a part of the duties include adopting bills for ordinances for the 2016 Budget and Appropriation Ordinance no later than thirty days prior to the first day of the next fiscal year.

### FINANCIAL IMPACT

The 2016 Littleton/Englewood Wastewater Treatment Plant Budget indicates a beginning funds available balance of \$115,674, total sources of funds of \$17,197,121 and total uses of funds of at \$17,197,121 leaving the ending funds available balance at \$115,674.

The total appropriation (use of funds) for 2016 is \$17,197,121.

### LIST OF ATTACHMENTS

Proposed bill for ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015

COUNCIL BILL NO. 51  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE APPROPRIATING MONIES FOR THE LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT PURPOSES IN THE FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, CONSTITUTING WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR 2016.

WHEREAS, the Cities of Englewood and Littleton entered into a contract to build, maintain, and operate a joint Wastewater Treatment Plant facility; and

WHEREAS, the operations, including budget matters, of this joint facility are overseen by the Supervisory Committee; and

WHEREAS, the City of Englewood operates the Littleton/Englewood Wastewater Treatment Plant under the control of the Supervisory Committee; and

WHEREAS, the Littleton/Englewood Wastewater Treatment Plant has its own fund for operations and maintenance; and

WHEREAS, the Supervisory Committee recommended the submission of the following as the 2016 appropriations at their meeting held on July 23, 2015.

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

Section 1. That pursuant to the Littleton/Englewood Wastewater Treatment Plant agreement, there be and hereby is appropriated from the revenue derived from operation of the Littleton/Englewood Wastewater Treatment Plant in the City of Englewood, Colorado, and from all other sources of revenue in the Littleton/Englewood Wastewater Treatment Plant Fund including available fund balance during the year beginning January 1, 2016, and ending December 31, 2016, the amounts hereinafter set forth for the object and purpose specified as follows:

Total Littleton/Englewood Wastewater Treatment Plant Fund                      \$    17,197,121

Introduced, read in full, and passed on first reading on the 5th day of October, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of October, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 5th day of October, 2015.

---

Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date</b> October 5, 2015	<b>Agenda Item</b> 11avi	<b>Subject</b> Bill For An Ordinance Establishing The 2015 Mill Levy Collected in 2016
<b>Initiated By</b> Department Of Finance and Administrative Services		<b>Staff Source</b> Eric Keck, City Manager

### PREVIOUS COUNCIL ACTION

City Council and staff began the 2015 budget process at the June 29, 2015, Study Session with an overview of the Five Year Forecast, Long Term Asset Reserve (LTAR) and preliminary budget discussion including the 2016 budget guidelines.

The Proposed Budget was discussed with Council at the August 10 Study Session. The Proposed Budget was reviewed again with Council and staff at the August 24 Study Session.

On September 8, 2014, the Budget Advisory Committee provided Council with an update of their activities and provided an Annual Report regarding their findings and recommendations as well as a Citizens' Budget.

A public hearing to gather citizen input regarding the 2015 Proposed Budget was held on September 21, 2015.

A "budget workshop" was held at the September 28, 2015, Study Session to discuss input from citizens at the public hearing and the Budget Advisory Committee's Annual Report.

### RECOMMENDED ACTION

Staff recommends Council approve this bill for an ordinance establishing the 2015 mill levy to be collected in 2016.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood assesses property tax for the general government operations and for the General Obligation Bonds Debt Service Fund. TABOR restricts the City from raising the mill levy without a vote of the citizens. The City's general mill levy has been unchanged since 1992. This year's General Fund mill levy remains unchanged at **5.880** mills. The 2015 levy is certified to Arapahoe County by December 15, 2015 for collection in 2016.

## FINANCIAL IMPACT

Based on the assessed valuation for the City of Englewood as certified by the Arapahoe County Assessor, the *estimated* net assessed value of all properties in Englewood for 2015 is \$595,636,070 compared to \$497,873,170 for 2014. The 2015 mill for General Fund operations is **5.880** mills and **1.924** mills for the General Obligation Bonds Debt Service Fund. The total mill levy is **7.804** for 2015 collected in 2016. The total amount budgeted for the General Fund is \$3,349,000 (net of uncollectibles, abatements, etc.). The amount budgeted for the General Obligation Bonds Debt Service Fund is \$1,100,000 (net of uncollectibles, abatements, etc.).

For example, a homeowner with a \$200,000 dollar home in Englewood would pay the following to the City of Englewood:

Market Value	\$200,000
Assessment Ratio	7.96%
Assessed Value	\$15,920
General Operations Mill Levy	5.88
<b>Taxes Paid For General Fund Operations</b>	<b>\$93.61</b>

Market Value	\$200,000
Assessment Ratio	7.96%
Assessed Value	\$15,920
Community Center Bond Fund Mill Levy	1.924
<b>Taxes Paid For General Obligation Bonds</b>	<b>\$30.63</b>

Market Value	\$200,000
Assessment Ratio	7.96%
Assessed Value	\$15,920
Total Mill Levy	7.804
<b>Total Taxes Paid To City Of Englewood</b>	<b>\$124.24</b>

## LIST OF ATTACHMENTS

Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015 \_\_\_\_\_

COUNCIL BILL NO. 49  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE FIXING THE TAX LEVY IN MILLS UPON EACH DOLLAR OF THE ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, it is the duty of the City Council of the City of Englewood, Colorado, under the Englewood Home Rule Charter and Colorado Revised Statutes, to make the annual property levy for City purposes; and

WHEREAS, the City Council has duly considered the estimated valuation of all the taxable property within the City and the needs of the City and of each of said levies and has determined that the levies as hereinafter set forth, are proper and wise; and

WHEREAS, the following levies are permitted under Article X, Section 20 of the Colorado Constitution without a vote by the citizens;

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

Section 1. That there be and hereby is levied for the year of 2015, due and payable as required by statute in the year 2016, a tax of 5.880 mills on the dollar for the General Fund of the City of Englewood, Colorado, and 1.924 mills on the dollar for the General Obligation Bond Debt Service Fund of the City of Englewood, Colorado.

That the levy hereinabove set forth shall be levied upon each dollar of the assessed valuation of all taxable property within the corporate limits of the City of Englewood, Colorado, and the said levy shall be certified by law.

Introduced, read in full, and passed on first reading on the 5th day of October, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of October, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 5th day of October, 2015.

---

Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date:</b> 10-5-2015	<b>Agenda Item:</b> 11avii	<b>Subject:</b> 1st Reading - Adoption of the International Property Maintenance Code 2015
<b>Initiated By:</b> Community Development, Division of Building and Safety		<b>Staff Source:</b> Lance Smith, Chief Building Official

### PREVIOUS COUNCIL ACTION

The adoption of the International Property Maintenance Code 2015 was reviewed by City Council at the July 13, 2015 study session.

### RECOMMENDED ACTION

Staff requests City Council approve an ordinance adopting the International Property Maintenance Code 2015 to establish clear and specific property maintenance requirements with required property improvement provisions.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood has used the Englewood Municipal Code Title 9 Housing Regulations as a residential property maintenance code since 1985 and updates this code periodically to keep pace with changing technology.

The Building and Safety staff has reviewed the International Property Maintenance Code 2015 and recommends adoption subject to certain exceptions, modifications and amendments.

### FINANCIAL IMPACT

The only costs associated with the ordinance would be for the purchase of code books. The estimated amount is approximately \$200.00 and has been budgeted for in the 2015 Budget.

### LIST OF ATTACHMENTS

Bill for an ordinance

## Amendments to the 2015 International Property Maintenance Code

- **101.1 Title.** *(Insert the following)*  
These regulations shall be known as the Property Maintenance Code of the City of Englewood, hereinafter referred to as "this code".
- **102.3 Application of other codes.** *(Deleted reference to International Zoning Code as an applicable code.)*  
Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70. ~~Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.~~
- **103.5 Fees.** *(There are no fees proposed for enforcement of the IPMC)*  
The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be ~~as indicated in the following schedule~~ set by council resolution.
- **107.2 Form.** *(Amend Item #4 as indicated, provides a time limit for repairs to an IPMC violation to 30 calendar days.)*  
4. Include a correction order allowing a reasonable time, but in no event more than 30 days, to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
- **108.5 Prohibited occupancy.** *(Amend as indicated. Sets a time limit to vacate within ten days unless a lesser time is necessary depending on the degree of hazard)*  
Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Such placard shall be deemed an order directing vacation and shall provide not more than ten (10) days from the date of such placarding for the vacation of such dwelling unit unless a lesser time is stated in the order as in the judgment of the building official is reasonable and proper in view of the facts of the situation and hazard involved. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises, or operate placarded equipment, or remove such placard from the premises or equipment, shall be liable for the penalties provided by this Code.
- **Section 111 Means of Appeal** *(Delete in its entirety and substitute the following)*  
Refer to 8-1-7 EMC for requirements of this section.
- **301.2.1 Responsibility- Hotel/Motel Owners** *(Add new section to require hotel/motel owners to maintain the individual unit as well as common areas).*  
The owner of the premises shall maintain the structures, dwelling unit, rooming unit, housekeeping unit and exterior property in compliance with these requirements. A

person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter.

- **302.4 Weeds.** *(Deleted in its entirety. This section is deleted and deferred to Code Enforcement for enforcement.)*
- **302.8 Motor vehicles.** *(Deleted in its entirety. This section is deleted and deferred to Code Enforcement for enforcement.)*
- **302.9 Defacement of property.** *(Deleted in its entirety. This section is deleted and deferred to Code Enforcement for enforcement.)*
- **304.14 Insect screens.** *(Amended to require insect screens year round for all openings.)*  
~~During the period from [DATE] to [DATE],~~ Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas of any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

- **602.3 Heat supply.** *(Delete partial sentence and set a minimum requirement for heat to 68 degrees for dwelling units.)*  
Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat ~~during the period from [DATE] to [DATE]~~ to maintain a temperature of not less than 68 F (20 C) in all habitable rooms, bathrooms, and toilet rooms.
- **602.4 Occupiable work spaces.** *(Delete partial sentence and set a minimum requirement for heat to 65 degees for indoor work spaces.)*  
Indoor occupiable work spaces shall be supplied with heat ~~during the period from [DATE] to [DATE]~~ to maintain a temperature of not less than 65 F during the period the spaces are occupied.

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015 \_\_\_\_\_

COUNCIL BILL NO. 40  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE F, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE PROPERTY MAINTENANCE CODE OF THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood has used the Uniform Codes as model construction codes since 1971; and

WHEREAS, these Codes are updated periodically to keep pace with changing construction technology; and

WHEREAS, the Intergovernmental Agreement with Denver to provide fire protection requires the adoption of the 2015 Fire, Building and associated codes; and

WHEREAS, the intergovernmental agreement with Denver requires approval from the Denver Fire Chief for all modifications to such codes; and

WHEREAS, the Denver Fire Chief has reviewed and approved Englewood's proposed modifications to the International Property Maintenance Code 2015; and

WHEREAS, the City of Englewood Division of Building and Safety staff has thoroughly reviewed the International Property Maintenance Code 2015 and recommends adoption thereof subject to certain exceptions, modifications and amendment.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the repeal of Title 8, Chapter 2, Article F, of the Englewood Municipal Code 2000, in its entirety.

Section 2. The City Council of the City of Englewood, Colorado hereby adopts the International Property Maintenance Code 2015 as Title 8, Chapter 2, Article F, of the Englewood Municipal Code 2000, to read as follows:

---

**CHAPTER 2**

**CONSTRUCTION AND SAFETY CODES**

**ARTICLE F**  
**PROPERTY MAINTENANCE CODE**

**8-2F-1: CODE ADOPTED:**

There is hereby adopted, by reference thereto, the International Property Maintenance Code 2015 Edition, in its entirety including errata updates, as part of the Code, by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, subject to the exceptions, modifications and amendments set forth in Section 8-2F-2 of this Article. The City Clerk shall maintain a copy of the Code and errata updates which will be available for inspection during regular business hours.

**8-2F-2: SPECIFIC MODIFICATIONS TO ADOPTED CODE:**

The following specific changes, modifications and amendments are hereby made in the provisions of the International Property Maintenance Code 2015, hereinabove adopted:

**A. CHAPTER 1. ADMINISTRATION.**

**1. 101.1 Title. (Insert the following)**

These regulations shall be known as the Property Maintenance Code of the City of Englewood, hereinafter referred to as "this Code".

**2. Section 102.3 Application of other codes. (Delete reference to International Zoning Code as an applicable code.)**

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the *International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70*. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

**3. 103.3 Fees. (Fees proposed for enforcement of the IPMC to be set by Resolution).**

The fees for activities and services performed by the department in carrying out its responsibilities under this Code shall be as indicated in the following schedule set by Council resolution.

4. 107.2 Form. *(Amend Item No. 4 limiting time for repair to an IPMC violation to no more than thirty (30) calendar days.)*

4. Include a correction order allowing a reasonable time, but in no event more than 30 days, to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Code.

5. 108.5 Prohibited occupancy. *(Amend as indicated. Sets a time limit to vacate within ten (10) days unless a lesser time is necessary depending on the degree of hazard.)*

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Such placard shall be deemed an order directing vacation and shall provide not more than ten (10) days from the date of such placarding for the vacation of such dwelling unit unless a lesser time is stated in the order as in the judgment of the building official is reasonable and proper in view of the facts of the situation and hazard involved. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placard premises, or operate placarded equipment, or remove such placard from the premises, or equipment, shall be liable for the penalties provided by this Code.

6. 111 Means of Appeal. *(Delete in its entirety and substitute the following)*

See Section 8-1-7 of the Englewood Municipal Code for requirements and procedures to appeal.

## B. CHAPTER 3 – GENERAL REQUIREMENTS.

1. 301.2.1 Responsibility – Hotel/Motel Owners. *(Add new section to require hotel/motel owners to maintain the individual unit as well as common areas).*

The owner of the premises shall maintain the structures, dwelling unit, rooming unit, housekeeping unit and exterior property in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Chapter.

2. 302 - Exterior Property Areas.

a. 302.4 Weeds. *(Delete in its entirety.)*

EDITORS NOTE: This is enforced under Title 11, Chapter 6 of the Englewood Municipal Code for Health, Sanitation and Environmental protection.

b. 302.9 Defacement of property. *(Delete in its entirety. This Section is deleted and deferred to Code Enforcement for enforcement.)*

EDITORS NOTE: This is enforced under 15-15-1 of the Englewood Municipal Code.

3. 304 – Exterior Structure.

a. 304.14 Insect screens. (Amend to require insect screens year round for all openings.)

During the period from [DATE] to [DATE], e Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas of any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

C. CHAPTER 6 – MECHANICAL AND ELECTRICAL REQUIREMENTS.

1. 602.3 Heat supply. (Delete partial sentence and set a minimum requirement for heat to 68 degrees for dwelling units.)

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 68° F (20° C) in all habitable rooms, bathrooms, and toilet rooms.

2. 602.4 Occupiable work spaces. (Delete partial sentence and set a minimum requirement for heat to 65 degrees for indoor work spaces.)

Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 65°F during the period the spaces are occupied.

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

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

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

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

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

Introduced, read in full, and passed on first reading on the 5th day of October, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of October, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of October, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 5th day of October 2015.

---

Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Meeting Date:</b> October 5, 2015	<b>Agenda Item:</b> 11ci	<b>Subject:</b> Grant of Temporary Construction Easement for The Falls Event Center at McLellan Reservoir
<b>Initiated By:</b> Utilities Department	<b>Staff Source:</b> Thomas J. Brennan, Director of Utilities	

### PREVIOUS COUNCIL ACTION

None.

### RECOMMENDED ACTION

The Englewood Water and Sewer Board, at their September 9, 2015, meeting, recommended Council approval by Resolution of the Grant of Temporary Construction Easement for The Falls Event Center located at 8199 Southpark Court.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Falls Event Center submitted a Grant of Temporary Construction Easement for building a retaining wall next to their parking lot adjacent to the McLellan Reservoir property.

This easement is necessary to allow for equipment to excavate and build the retaining wall to allow parking on the north side of their building. The area will be re-seeded to return it to the original grassland-type xeriscape and will not compromise Englewood's property rights or easements in any manner.

The Falls Event Center is located at 8199 Southpark Court, northeast of the McLellan Reservoir property.

### FINANCIAL IMPACT

None.

### LIST OF ATTACHMENTS

Resolution  
Grant of Temporary Construction Easement

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2015

A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT BETWEEN  
THE CITY OF ENGLEWOOD AND MURRAY & STAFFORD INC.

WHEREAS, Murray & Stafford Inc. is building a retaining wall at the Falls Event Center located at 8199 Southpark Court which is northeast of McLellan Reservoir property; and

WHEREAS, the parking lot for the Falls Event Center is located adjacent to McLellan Reservoir property; and

WHEREAS, the Grant of Temporary Construction Easement is necessary for construction of the retaining wall; and

WHEREAS, this Temporary Easement allows access of equipment to excavate and build the retaining wall to allow parking on the north side of the Falls Event Center building; and

WHEREAS, the Englewood area will be re-seeded to return it to the original grassland type xeriscape and will not compromise Englewood's property rights or easements in any manner; and

WHEREAS, the Englewood Water and Sewer Board reviewed and recommended the Temporary Construction Easement at their September 9, 2015 meeting.

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

Section 1. The Temporary Construction Easement to Murray & Stafford Inc. and the City of Englewood, Colorado, attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Director of Utilities is authorized to execute the Temporary Construction Easement to Murray & Stafford Inc.

ADOPTED AND APPROVED this 5th day of October, 2015.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2015.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT AGREEMENT is made this 3 day of September, 2015, between the CITY OF ENGLEWOOD, (hereinafter referred to as "the City") and the MURRAY & STAFFORD INC (Licensee), whose address is 5120 Osage Street – Suite #100, Denver, CO 80221 the owners of Part of Lots 1 & 2 of Southpark Subdivision, Filing # 5, Arapahoe County, Colorado.

WHEREAS, the Licensee owns certain property adjacent to the McLellan Reservoir; and

WHEREAS, Licensee desires to make certain improvements in the area relating to its property and the City agrees to give Licensee a Temporary Construction Easement for said improvements.

WITNESS, the City, without any warranty of its title or interest whatsoever, hereby grants the owners the use of the property, hereinafter described, the City now owns to make Improvements:

1. Remove 195 LF of existing fence (as shown on plan in blue).
2. Provide install and maintain 225 LF of 8'-0" high temporary construction fence and silt fence.
3. Excavate dirt.
4. Construct retaining wall.
5. Back fill dirt.
6. Remove temporary construction fence and silt fence.
7. Re-install fence and return it to its original condition.
8. Hydro seed described construction area (if needed).

NOW THEREFORE, it is agreed between the City and Licensee that the Licensee shall be granted a construction easement for property described in Exhibit A to make Improvements.

This Agreement shall terminate upon completion of said Improvements and approval by the City of Englewood.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals of the date first above written.

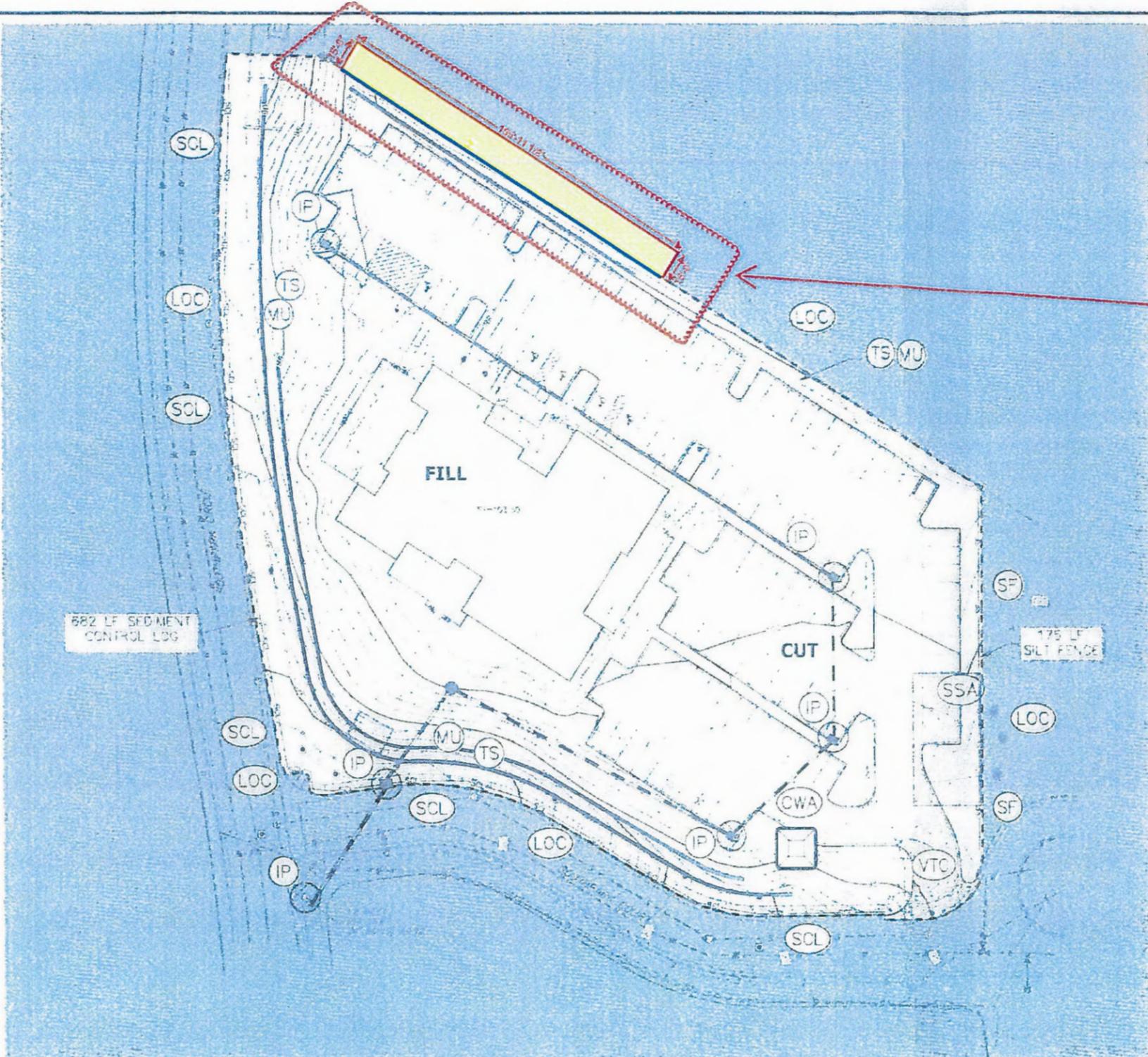
CITY OF ENGLEWOOD, COLORADO

By: \_\_\_\_\_  
Thomas J. Brennan, Director of Utilities



**PROJECT INFO:  
THE FALLS EVENT CENTER  
8199 SOUTHPARK COURT  
LITTLETON, CO**

1. Remove 195 LF of existing fence (as shown on plan in blue)
2. Provide install and maintain 225LF of 8'-0" high temporary construction fence and silt fence
3. Excavate dirt
4. Construct retaining wall
5. Back fill dirt
6. Remove temporary construction fence and silt fence
7. Re-install fence and return it to its original condition
8. Hydro seed disturbed construction area (if needed)



682 LF SEDIMENT CONTROL LOG

175 LF SILT FENCE

**EROSION CONTROL QUANTITIES**

Item	Quantity
SCL	1
LOC	1
IP	1
TS	1
MU	1
SF	1
SSA	1
VTC	1
CWA	1

**EROSION CONTROL LEGEND**

- CWA
- IP
- MU
- SCL
- SF
- SSA
- TS
- VTC
- LOC

**PROPERTY OWNER CERTIFICATION:**

I hereby certify that the information provided on this plan is true and correct to the best of my knowledge and belief.

*John C. Neubauer*

11-2-14



Know what's below.  
Call before you dig.

THE FALLS EVENT CENTER, LLC  
8199 SOUTHPARK COURT  
LITTLETON, CO 80120  
TEL: 303.440.1111  
WWW.FALLSEVENTCENTER.COM

**J.R. ENGINEERING**  
A WARDEN COMPANY  
10000 W. ALPINE AVENUE, SUITE 100  
DENVER, CO 80231  
TEL: 303.440.1111  
WWW.JRENG.COM

THE FALLS EVENT CENTER  
EROSION CONTROL PLAN

11-2-14

15725 00

## COUNCIL COMMUNICATION

<b>Meeting Date:</b> October 5, 2015	<b>Agenda Item:</b> 11cii	<b>Subject:</b> Alley Right-of-Way Adjacent to 3210 S. Ogden St.
<b>Initiated By:</b> Public Works Department	<b>Staff Source:</b> Dave Henderson, Deputy Public Works Director	

### PREVIOUS COUNCIL ACTION

On August 17, 2015, Council approved Resolution No. 88, Series of 2015 accepting a quit claim deed for alley right-of-way adjacent to the neighboring property at 3220 S. Ogden St.

### RECOMMENDED ACTION

Staff recommends that City Council approve a resolution accepting the dedication of a section of an alley adjacent to 3210 S. Ogden St.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Arapahoe County Assessor's map indicates that the section of alley adjacent to 3210 S. Ogden is privately owned and attached to 3210 S. Ogden St. The owner's deed does not indicate any title interest to the alley. We believe the Assessor's Map may have carried forward private ownership of the alley due to a statement on the original subdivision plat from 1892. This note showed the alleys in this subdivision as "Reserved" and not dedicated to the public.

All of the alleys in the "Evanston Broadway Addition" have the "Reserved" note on the plat. Staff believes the owner in 1892 may have placed this notation on the plat to protect his interest in the alley land in case alleys were not constructed as part of the residential development. All of the alleys were eventually constructed and are used as such. The City has maintained these alleys, garages have been constructed, and utilities were installed. **Regardless of the note on the plat, the Public has a prescriptive easement for the use of these alleys.**

The property owners have agreed to provide the City with a quit claim deed for any interest they may have in the alley land (signed copy attached). When recorded, the County will revise their maps to show this section of the alley as Public Property (see attached copy of the County Map).

### FINANCIAL IMPACT

No financial impact is associated with this action.

### LIST OF ATTACHMENTS

County Assessor Map  
Resolution and Easement Documents

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2015

A RESOLUTION APPROVING THE ACCEPTANCE OF A SECTION OF AN ALLEY  
ADJACENT TO 3210 SOUTH OGDEN STREET BY THE CITY OF ENGLEWOOD.

WHEREAS, the property records at the Arapahoe County Assessors Office show a portion of alley directly behind 3210 South Ogden Street as being owned by the current property owners; and

WHEREAS, the owners have expressed a desire to Quit Claim their interest in this portion of the alley to the City in order to address this discrepancy and to clean up any title issues; and

WHEREAS, the passage of this Resolution authorizes the acceptance of the section of the alley located in the 3200 block of South Ogden.

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

Section 1. The City Council of the City of Englewood, Colorado, hereby approves the acceptance of a Quit Claim Deed for a section of alley located at 3210 South Ogden Street executed by Melissa and Eric Boyle, attached hereto as Attachment 1.

Section 2. The Mayor is authorized to accept the Quit Claim Deed for the section of an alley located in the 3200 block of South Ogden Street for and on behalf of the City of Englewood, Colorado.

ADOPTED AND APPROVED this 5th day of October, 2015.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2015.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

**QUIT CLAIM DEED**

**THIS DEED**, made this 25 day of August, 2015, between MELISSA BOYLE and ERIC BOYLE, Joint Tenants whose legal address is 3210 South Ogden Street, Englewood, Colorado 80113 of the County of Arapahoe and State of Colorado, grantors, and CITY OF ENGLEWOOD, COLORADO, a Home Rule Municipality, whose legal address is 1000 Englewood Parkway, Englewood, Colorado 80110 of the County of Arapahoe and State of Colorado, grantee.

**WITNESS**, that the grantors, for and in consideration of the sum of TEN DOLLARS the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the grantors have in and to the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and State of Colorado, described as follows:

All that portion of the reserved alley located in Block 23,  
EVANSTON BROADWAY ADDITION, adjacent to Lot 3, and  
the north 20.5 feet of Lot 4

Also known as 3210 South Ogden Street.

Said property contains 728 square feet more or less.  
As shown on the attached map (Exhibit A).

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantors, either in law or equity, to the benefit and behoof of the grantee, its heirs and assigns forever.



OGDEN ST.

EASTMAN AVE.

1000 E. Eastman Ave.

3210

3220

LOT 3  
LOT 4

LOT 6  
LOT 7  
LOT 8

CORONA ST.

NOTE: The property lines shown on this map are an approximate representation based on data provided by the Arapahoe County Assessor. Precise location of property boundary lines requires a field survey.

AN  
SCALE: 1 inch = 50 feet  
DATE: June 24, 2015  
PHOTO DATE: 2014

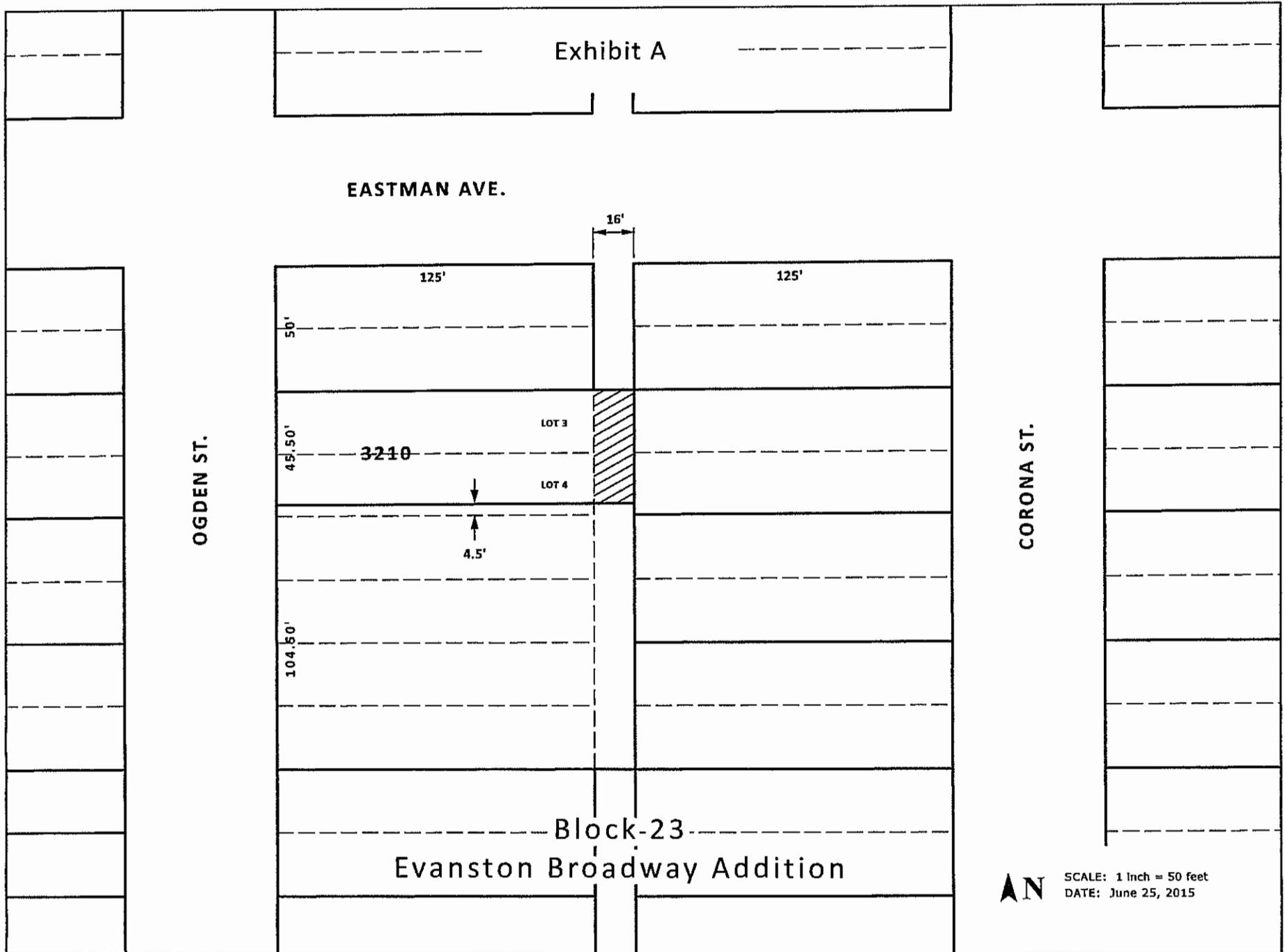


Exhibit A

EASTMAN AVE.

OGDEN ST.

CORONA ST.

125'

125'

50'

49.50'

3210

LOT 3

LOT 4

4.5'

16'

104.50'

Block-23

Evanston Broadway Addition



SCALE: 1 Inch = 50 feet  
DATE: June 25, 2015

**Legal description for the alley behind 3210 South Ogden Street**

All that portion of the reserved alley located in Block 23, EVANSTON BROADWAY ADDITION, adjacent to Lot 3 and the north 20.5 feet of Lot 4 (also known as 3210 South Ogden Street).

## COUNCIL COMMUNICATION

<b>Meeting Date:</b> October 5, 2015	<b>Agenda Item:</b> 11ciii	<b>Subject:</b> Resolution of support for adoption of recommended brand platform
<b>Initiated By:</b> City Manager's Office	<b>Staff Source:</b> Leigh Ann Hoffhines, Communications Coordinator	

### PREVIOUS COUNCIL ACTION

February 23, 2015 Study Session: City Council discussed the proposed branding project.

March 2, 2015 Study Session: City Council reviewed the draft branding project RFP.

May 11, 2015 Study Session: City Council discussed staff's recommendation to award the branding project contract to Slate Communications.

May 18, 2015 City Council meeting: City Council approved a professional services agreement with Slate Communications for the branding project.

July 27, 2015 Study Session: Council received an update from Slate Communications on the stakeholder and community feedback received.

August 3, 2015 Study Session: Slate Communications shared possible logo options for Council's review before the designs went out to stakeholders for additional input.

September 21, 2015 Study Session: Council discussed the City Manager's recommendation to adopt the brand platform developed by Slate Communications.

### RECOMMENDED ACTION

Staff seeks Council's support for a resolution adopting the recommended brand platform for the City of Englewood.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Earlier this year, the City of Englewood embarked on a branding project aimed at developing a brand that reflects the City's new Mission Statement: *To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community.*

City Council has placed a strong emphasis on the importance of economic development in Englewood. A new brand and marketing strategy can play an influential role in economic development, encouraging further investment in the community by current and prospective businesses. We also know from the 2014 Englewood Citizen Survey results and from citizen input received through the Englewood Forward process that many residents are looking for an updated community identity.

Over the last few months the City's branding firm, Slate Communications, conducted research and sought input from a broad range of community stakeholders in Englewood to help guide development of a brand platform. Following Slate's initial

recommendations on a brand platform and logo options, the Slate team sought additional feedback from those stakeholders and the community at large.

The new logo being recommended as part of the brand platform was picked as the favorite option by approximately 65% of the stakeholders and community members who provided feedback.

A long-term plan is being developed to roll the new logo out slowly as equipment and materials come up for replacement, ensuring that we will be able to budget for the investment over time.

### **FINANCIAL IMPACT**

Our plan from the beginning has been to budget for the brand implementation over time. The initial investment (this year and next) will be approximately \$9,960, which is budgeted in the 2015 approved Budget and proposed 2016 Budget.

### **LIST OF ATTACHMENTS**

Proposed Resolution

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2015

A RESOLUTION OF SUPPORT FOR ADOPTION OF THE CITY OF ENGLEWOOD'S  
BRAND PLATFORM.

WHEREAS, over the last several months the City of Englewood has undertaken a branding project to reflect the City's new Mission Statement: *To promote and ensure a high quality of life, economic vitality, and a uniquely desirable community*; and

WHEREAS, the City of Englewood contracted with the communications and marketing firm Slate Communications for the project; and

WHEREAS, the Slate Communications team conducted in-depth research on Englewood and sought input and feedback from a broad range of stakeholders to help guide development of the recommended brand platform, which includes an associated new logo; and

WHEREAS, the City Manager recommends adoption of the recommended brand platform that defines Englewood's position, personality, promise, value proposition, and bottom line: Englewood is a lively connected community.

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

Section 1. The City Council of the City of Englewood, Colorado, hereby supports adopting of the recommended brand platform, attached hereto.

ADOPTED AND APPROVED this 5<sup>th</sup> day of October, 2015.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2015.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

# CITY OF ENGLEWOOD BRAND PLATFORM

**POSITION:** How the community is perceived in the context of competitive alternatives



## ENGLEWOOD IS...

- Undiscovered opportunity
- Seamlessly connected to the Metro Denver area by light rail, transit, highways and trails
- An affordable option for Front Range urban living
- A community of accessible and high-quality parks

**PERSONALITY:** A set of human characteristics associated with a community



## ENGLEWOOD IS...

- Hard working and energetic
- Welcoming of all people
- Eclectic
- Family-friendly

**PROMISE:** Long-term commitments a community makes to their residents



## ENGLEWOOD IS...

- Realizing its full potential through economic revitalization
- A multi-generational community that values the energy of youth and the experience of long-time residents
- Investing in safety, arts, parks and recreation to create a high quality of life

**VALUE PROPOSITION:** Community benefits that are relevant, unique, compelling, and believable



## ENGLEWOOD IS...

- Urban convenience and vitality with a small town feel
- A central & ideal location for accessing all the Front Range has to offer
- Authentic people and strong neighborhoods

**THE BOTTOM LINE:** Your core message

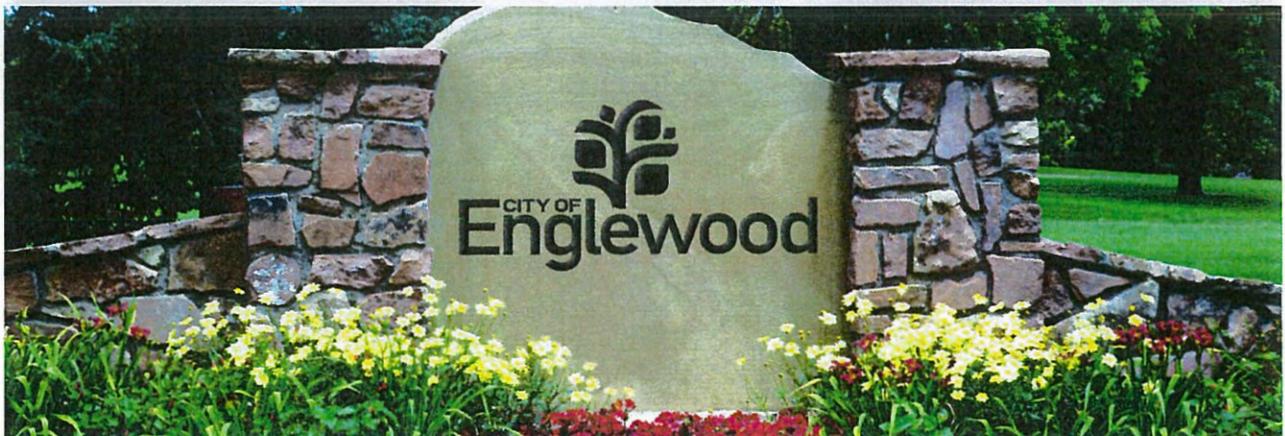
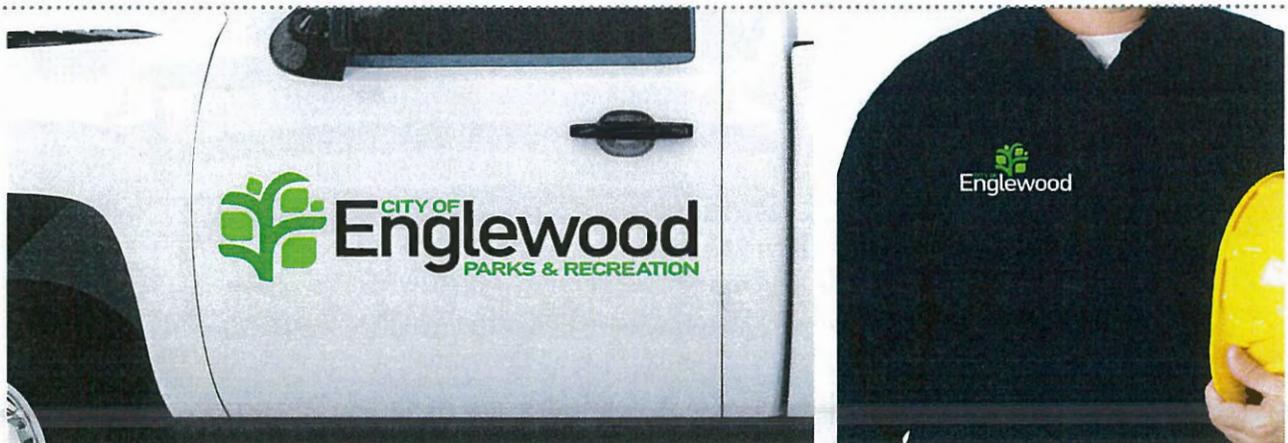


## ENGLEWOOD IS...

**A lively connected community**



# CITY OF Englewood



## COUNCIL COMMUNICATION

<b>Date:</b> October 05, 2015	<b>Agenda Item:</b> 11civ	<b>Subject:</b> PSA 15-44 Transformation Point HR Training
<b>Initiated By:</b> Finance and Administrative Services Department, Human Resources Division		<b>Staff Source:</b> Vincent M. Vega, Human Resources Manager

### PREVIOUS COUNCIL ACTION

When City Council approved the 2015 budget, Human Resources was approved a budget of \$98,000 for Organizational Training. The funds allocated were to cover the cost of a consultant to provide Leadership Development Training in 2015. The contract with the consultant was terminated in March of 2015.

### RECOMMENDED ACTION

Staff recommends City Council approve PSA 15-44, by motion, to replace the contract that was terminated in March of 2015. Consulting services provided PSA 15-44 will not exceed \$95,000.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2015 Human Resources had a professional services agreement with a consultant to conduct the Englewood Leadership Institute through July of 2015. The consultant terminated the contract with the City in March of 2015.

Human Resources recognizes the benefit, and need, to offer training and development to its employees and has a desire to provide meaningful, relevant training to all employees at every level of the organization. With a new Mission, Vision and Values, a new City of Englewood brand, and a still forming Executive Leadership team HR has a desire to develop a cohesive message and operational plan that is implemented from top to bottom. This message and plan will be our cornerstone piece that will help the organization to develop its training, leadership development, and supervisory/manager development programs. It will also assist HR with revamping our Performance Management program to meet the needs of our changing workforce. PSA 15-44 will provide the expertise needed to formulate a cohesive message and operational plan.

The alternative to PSA 15-44 would be to continue to develop a training and development program for 2016 without a cohesive communication and operational plan from the Executive Leadership Team. The alternative would not provide a clear strategic direction for our training and development program.

### FINANCIAL IMPACT

Services rendered under PSA 15-44 will not exceed \$95,000 over the mandated 12 month period.

## **LIST OF ATTACHMENTS**

Proposed Resolution

## PROFESSIONAL SERVICES AGREEMENT

Contract Number PSA/15-44

Contract Amount Not to Exceed \$95,000

This Professional Services Agreement (the "Agreement") is made as of this 5<sup>th</sup> day of October, 2015, (the "Effective Date") by and between Transformation Point, Inc. a S corporation ("Consultant"), and The City of Englewood, Colorado, a municipal corporation organized under the laws of the State of Colorado ("City").

City desires that Consultant, from time to time, provide certain consulting services, systems integration services, data conversion services, training services, and/or related services as described herein, and Consultant desires to perform such services on behalf of City on the terms and conditions set forth herein.

In consideration of the foregoing and the terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**1. Definitions.** The terms set forth below shall be defined as follows:

(a) "Intellectual Property Rights" shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (1) rights associate with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (2) trademark and trade name rights and similar rights, (3) trade secret rights, (4) patents, designs, algorithms and other industrial property rights, (5) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (6) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(b) "Work Product" shall mean all patents, patent applications, inventions, designs, mask works, processes, methodologies, copyrights and copyrightable works, trade secrets including confidential information, data, designs, manuals, training materials and documentation, formulas, knowledge of manufacturing processes, methods, prices, financial and accounting data, products and product specifications and all other Intellectual Property Rights created, developed or prepared, documented and/or

delivered by Consultant, pursuant to the provision of the Services.

**2. Statements of Work.** During the term hereof and subject to the terms and conditions contained herein, Consultant agrees to provide, on an as requested basis, the consulting services, systems integration services, data conversion services, training services, and related services (the "Services") as further described in Schedule A (the "Statement of Work") for City, and in such additional Statements of Work as may be executed by each of the parties hereto from time to time pursuant to this Agreement. Each Statement of Work shall specify the scope of work, specifications, basis of compensation and payment schedule, estimated length of time required to complete each Statement of Work, including the estimated start/finish dates, and other relevant information and shall incorporate all terms and conditions contained in this Agreement

**3. Performance of Services.**

(a) **Performance.** Consultant shall perform the Services necessary to complete all projects outlined in a Statement of Work in a timely and professional manner consistent with the specifications, if any, set forth in the Statement of Work, and in accordance with industry standards. Consultant agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in

completing the projects outlined in a Statement of Work.

**(b) Delays.** Consultant agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Consultant's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement or any Statement of Work. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

**(c) Discrepancies.** If anything necessary for the clear understanding of the Services has been omitted from the Agreement specifications or it appears that various instructions are in conflict, Consultant shall secure written instructions from City's project director before proceeding with the performance of the Services affected by such omissions or discrepancies.

**4. Invoices and Payment.** Unless otherwise provided in a Statement of Work, City shall pay the amounts agreed to in a Statement of Work within thirty (30) days following the acceptance by City of the work called for in a Statement of Work by City. Acceptance procedures shall be outlined in the Statement of Work. If City disputes all or any portion of an invoice for charges, then City shall pay the undisputed portion of the invoice by the due date and shall provide the following notification with respect to the disputed portion of the invoice. City shall notify Consultant as soon as possible of the specific amount disputed and shall provide reasonable detail as to the basis for the dispute. The parties shall then attempt to resolve the disputed portion of such invoice as soon as possible. Upon resolution of the disputed portion, City shall pay to Consultant the resolved amount.

**5. Taxes.** City is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices. City shall not be obligated to pay or reimburse Consultant for any

taxes attributable to the sale of any Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Consultant. Upon written notification by City and subsequent verification by Consultant, Consultant shall reimburse or credit, as applicable, City in a timely manner, for any and all taxes erroneously paid by City. City shall provide Consultant with, and Consultant shall accept in good faith, resale, direct pay, or other exemption certificates, as applicable.

**6. Out of Pocket Expenses.** Consultant shall be reimbursed only for expenses which are expressly provided for in a Statement of Work or which have been approved in advance in writing by City, provided Consultant has furnished such documentation for authorized expenses as City may reasonably request.

**7. Audits.** Consultant shall provide such employees and independent auditors and inspectors as City may designate with reasonable access to all sites from which Services are performed for the purposes of performing audits or inspections of Consultant's operations and compliance with this Agreement. Consultant shall provide such auditors and inspectors any reasonable assistance that they may require. Such audits shall be conducted in such a way so that the Services or services to any other customer of Consultant are not impacted adversely.

**8. Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall continue unless this Agreement is terminated as provided in this Section 8.

**(a) Convenience.** City may, without cause and without penalty, terminate the provision of Services under any or all Statements of Work upon thirty (30) days prior written notice. Upon such termination, City shall, upon receipt of an invoice from Consultant, pay Consultant for Services actually rendered prior to the effective date of such termination. Charges will be based on time expended for all incomplete tasks as listed in the applicable Statement of Work, and all completed tasks will

listed in the applicable Statement of Work, and all completed tasks will be charged as indicated in the applicable Statement of Work.

**(b) No Outstanding Statements of Work.** Either party may terminate this Agreement by providing the other party with at least thirty (30) days prior written notice of termination if there are no outstanding Statements of Work.

**(c) Material Breach.** If either party materially defaults in the performance of any term of a Statement of Work or this Agreement with respect to a specific Statement of Work (other than by nonpayment) and does not substantially cure such default within thirty (30) days after receiving written notice of such default, then the non-defaulting party may terminate this Agreement or any or all outstanding Statements of Work by providing ten (10) days prior written notice of termination to the defaulting party.

**(d) Bankruptcy or Insolvency.** Either party may terminate this Agreement effective upon written notice stating its intention to terminate in the event the other party: (1) makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (2) applies for, consents to, or acquiesces in the appointment of a receiver, trustee, custodian, or liquidator for its business or all or substantially all of its assets; (3) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (4) files a petition seeking relief or reorganization under any bankruptcy or insolvency laws is filed against that other party and is not dismissed within sixty (60) days after it was filed.

**(e) TABOR.** The parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement to the contrary, all payment

obligations of City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated.

**(f) Return of Property.** Upon termination of this Agreement, both parties agree to return to the other all property (including any Confidential Information, as defined in Section 11) of the other party that it may have in its possession or control.

**9. City Obligations.** City will provide timely access to City personnel, systems and information required for Consultant to perform its obligations hereunder. City shall provide to Consultant's employees performing its obligations hereunder at City's premises, without charge, a reasonable work environment in compliance with all applicable laws and regulations, including office space, furniture, telephone service, and reproduction, computer, facsimile, secretarial and other necessary equipment, supplies, and services. With respect to all third party hardware or software operated by or on behalf of City, City shall, at no expense to Consultant, obtain all consents, licenses and sublicenses necessary for Consultant to perform under the Statements of Work and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses.

**10. Staff.** Consultant is an independent consultant and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by City. City is hereby contracting with Consultant for the Services described in a Statement of Work and Consultant reserves the right to determine the method, manner and means by which the Services will be performed. The Services shall be performed by Consultant or Consultant's staff, and City shall not be required to hire, supervise or pay any

assistants to help Consultant perform the Services under this Agreement. Except to the extent that Consultant's work must be performed on or with City's computers or City's existing software, all materials used in providing the Services shall be provided by Consultant.

## **11. Confidential Information.**

(a) **Obligations.** Each party hereto may receive from the other party information which relates to the other party's business, research, development, trade secrets or business affairs ("Confidential Information"). Subject to the provisions and exceptions set forth in the Colorado Open Records Act, CRS Section 24-72-101 et. seq., each party shall protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the generality of the foregoing, each party hereto agrees not to disclose or permit any other person or entity access to the other party's Confidential Information except such disclosure or access shall be permitted to an employee, agent, representative or independent consultant of such party requiring access to the same in order to perform his or her employment or services. Each party shall insure that their employees, agents, representatives, and independent consultants are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section 11. Further, each party agrees not to alter or remove any identification, copyright or other proprietary rights notice which indicates the ownership of any part of such Confidential Information by the other party. A party hereto shall undertake to immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information at any location or by any person or entity other than those authorized by this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict either party with respect to information or data identical or

similar to that contained in the Confidential Information of the other party but which (1) that party rightfully possessed before it received such information from the other as evidenced by written documentation; (2) subsequently becomes publicly available through no fault of that party; (3) is subsequently furnished rightfully to that party by a third party without restrictions on use or disclosure; or (4) is required to be disclosed by law, provided that the disclosing party will exercise reasonable efforts to notify the other party prior to disclosure.

(b) **Know-How.** For the avoidance of doubt neither City nor Consultant shall be prevented from making use of know-how and principles learned or experience gained of a non-proprietary and non-confidential nature.

(c) **Remedies.** Each of the parties hereto agree that if any of them, their officers, employees or anyone obtaining access to the Confidential Information of the other party by, through or under them, breaches any provision of this Section 11, the non-breaching party shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations and benefits which the breaching party, its officers or employees directly or indirectly realize or may realize as a result of or growing out of, or in connection with any such breach. In addition to, and not in limitation of the foregoing, in the event of any breach of this Section 11, the parties agree that the non-breaching party will suffer irreparable harm and that the total amount of monetary damages for any such injury to the non-breaching party arising from a violation of this Section 11 would be impossible to calculate and would therefore be an inadequate remedy at law. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section 11. The provisions of this Section 11 shall survive the expiration or termination of this Agreement for any reason.

**12. Project Managers.** Each party shall designate one of its employees to be its Project Manager under each Statement of Work, who shall act for that party on all matters under the Statement of Work. Each party shall notify the other in writing of any replacement of a Project Manager. The Project Managers for each Statement of Work shall meet as often as either one requests to review the status of the Statement of Work.

**13. Warranties.**

**(a) Authority.** Consultant represents and warrants that: (1) Consultant has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (2) the execution of this Agreement by Consultant, and the performance by Consultant of its obligations and duties hereunder, do not and will not violate any agreement to which Consultant is a party or by which it is otherwise bound under any applicable law, rule or regulation; (3) when executed and delivered by Consultant, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (4) Consultant acknowledges that City makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement

**(b) Service Warranty.** Consultant warrants that its employees and consultants shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

**(c) Personnel.** Unless a specific number of employees is set forth in the Statement of Work, Consultant warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement or as set forth in the Statement of Work.. During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Consultant shall, within five (5) working days of receipt of such

request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. Consultant shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies.

**(d) Compensation and Benefits.** Consultant shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Consultant or to any employee for Consultant's failure to perform its compensation, benefit, or tax obligations. Consultant shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

**14. Indemnification.**

**(a) Consultant Indemnification.** Consultant shall indemnify, defend and hold harmless City, its directors, officers, employees, and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (the "City Indemnitees") from and against all losses, claims, obligations, demands, assessments, fines and penalties (whether civil or criminal), liabilities, expenses and costs (including reasonable fees and disbursements of legal counsel and accountants), bodily and other personal injuries, damage to tangible property, and other damages, of any kind or nature, suffered or incurred by a City Indemnitee directly or indirectly arising from or related to: (1) any negligent or intentional act or omission by Consultant or its representatives in the performance of Consultant's obligations under this Agreement, or (2) any material breach in a representation, warranty, covenant or obligation of Consultant contained in this Agreement.

**(b) Infringement.** Consultant will indemnify, defend, and hold City harmless from

all Indemnifiable Losses arising from any third party claims that any Work Product or methodology supplied by Consultant infringes or misappropriates any Intellectual Property rights of any third party; provided, however, that the foregoing indemnification obligation shall not apply to any alleged infringement or misappropriation based on: (1) use of the Work Product in combination with products or services not provided by Consultant to the extent that such infringement or misappropriation would have been avoided if such other products or services had not been used; (2) any modification or enhancement to the Work Product made by City or anyone other than Consultant or its sub-consultants; or (3) use of the Work Product other than as permitted under this Agreement.

**(c) Indemnification Procedures.** Notwithstanding anything else contained in this Agreement, no obligation to indemnify which is set forth in this Section 14 shall apply unless the party claiming indemnification notifies the other party as soon as practicable to avoid any prejudice in the claim, suit or proceeding of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other party the opportunity to control the response thereto and the defense thereof; provided, however, that the party claiming indemnification shall have the right to participate in any legal proceedings to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at such party's cost and expense; provided further, however, that no settlement or compromise of an asserted third-party claim other than the payment/money may be made without the prior written consent of the party claiming indemnification.

**(d) Immunity.** City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to City, its officers, or its employees.

## 15. Insurance.

**(a) Requirements.** Consultant agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance during the term of this Agreement:

(1) The Consultant shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

(2) Commercial General Liability Insurance and auto liability insurance (including contractual liability insurance) providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars (\$3,000,000) per occurrence.

(3) Professional Liability/Errors and Omissions Insurance covering acts, errors and omissions arising out of Consultant's operations or Services in an amount not less than one million dollars (\$1,000,000) per occurrence.

(4) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Consultant personnel, acting alone or with others, in an amount not less than one million dollars (\$1,000,000) per occurrence.

**(b) Approved Companies.** All such insurance shall be procured with such insurance companies of good standing, permitted to do business in the country, state or territory where the Services are being performed.

**(c) Certificates.** Consultant shall provide City with certificates of insurance evidencing compliance with this Section 15

(including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Certificates of insurance will list the City of Englewood as an additional insured. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially change the insurance afforded under the above policies unless thirty (30) days' notice of such cancellation, reduction or material change has been provided to City.

**16. Rights in Work Product.**

(a) **Generally.** Except as specifically agreed to the contrary in any Statement of Work, all Intellectual Property Rights in and to the Work Product produced or provided by Consultant under any Statement of Work shall remain the property of Consultant. With respect to the Work Product, Consultant unconditionally and irrevocably grants to City during the term of such Intellectual Property Rights, a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Intellectual property Rights.

(b) **Know-How.** Notwithstanding anything to the contrary herein, each party and its respective personnel and consultants shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other party.

**17. Relationship of Parties.** Consultant is acting only as an independent consultant and does not undertake, by this Agreement, any Statement of Work or otherwise, to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City's business or operations. Neither party shall act or represent itself, directly or by

implication, as an agent of the other, except as expressly authorized in a Statement of Work.

**18. Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein.

**19. Applicable Law.** Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in the applicable Statement of Work. This Agreement shall be construed in accordance with the laws of the State of Colorado. Any action or proceeding brought to interpret or enforce the provisions of this Agreement shall be brought before the state or federal court situated in Arapahoe County, Colorado and each party hereto consents to jurisdiction and venue before such courts.

**20. Scope of Agreement.** If the scope of any provisions of this Agreement is too broad in any respect whatsoever to permit enforcement to its fullest extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent to and agree that such scope may be judicially modified accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law.

**21. Additional Work.** After receipt of a Statement of Work, City, with Consultant's consent, may request Consultant to undertake additional work with respect to such Statement of Work. In such event, City and Consultant shall execute an addendum to the Statement of Work specifying such additional work and the compensation to be paid to Consultant for such additional work.

**22. Sub-consultants.** Consultant may not subcontract any of the Services to be provided hereunder without the prior written consent of City. In the event of any permitted subcontracting, the agreement with such third party shall provide that, with respect to the

subcontracted work, such sub-consultant shall be subject to all of the obligations of Consultant specified in this Agreement.

**23. Notices.** Any notice provided pursuant to this Agreement shall be in writing to the parties at the addresses set forth below and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) three (3) days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested or (3) one (1) day after deposit with a nationally-recognized overnight courier, specifying overnight priority delivery. Either party may change its address for purposes of this Agreement at any time by giving written notice of such change to the other party hereto.

**24. Assignment.** This Agreement may not be assigned by Consultant without the prior written consent of City. Except for the prohibition of an assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

**25. Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

**26. Headings.** The section headings in this Agreement are solely for convenience and shall not be considered in its interpretation. The recitals set forth on the first page of this Agreement are incorporated into the body of this Agreement. The exhibits referred to throughout this Agreement and any Statement of Work prepared in conformance with this Agreement are incorporated into this Agreement.

**27. Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not effect in any way the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

**28. Force Majeure.** If performance by Consultant of any service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communications failures, earthquakes, war, revolution, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental or judicial authority or representative of any such government, or any other act whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Consultant, then Consultant shall be excused from such performance to the extent of such prevention, restriction, delay or interference. If the period of such delay exceeds thirty (30) days, City may, without liability, terminate the affected Statement of Work(s) upon written notice to Consultant.

**29. Time of Performance.** Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

**30. Permits.** Consultant shall at its own expense secure any and all licenses, permits or certificates that may be required by any federal, state or local statute, ordinance or regulation for the performance of the Services under the Agreement. Consultant shall also comply with the provisions of all Applicable Laws in performing the Services under the Agreement. At its own expense and at no cost to City, Consultant shall make any change, alteration or modification that may be necessary to comply with any Applicable Laws that Consultant failed to comply with at the time of performance of the Services.

**31. Media Releases.** Except for any announcement intended solely for internal distribution by Consultant or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of Consultant, all media releases, public announcements, or public disclosures (including, but not limited to, promotional or marketing material) by Consultant or its

employees or agents relating to this Agreement or its subject matter, or including the name, trade mark, or symbol of City, shall be coordinated with and approved in writing by City prior to the release thereof. Consultant shall not represent directly or indirectly that any Services provided by Consultant to City has been approved or endorsed by City or include the name, trade mark, or symbol of City on a list of Consultant's customers without City's express written consent.

**32. Nonexclusive Market and Purchase Rights.** It is expressly understood and agreed that this Agreement does not grant to Consultant an exclusive right to provide to City any or all of the Services and shall not prevent City from acquiring from other suppliers services similar to the Services. Consultant agrees that acquisitions by City pursuant to this Agreement shall neither restrict the right of City to cease acquiring nor require City to continue any level of such acquisitions. Estimates or forecasts furnished by City to Consultant prior to or during the term of this Agreement shall not constitute commitments.

**33. Survival.** The provisions of Sections 5, 8(g), 10, 11, 13, 14, 16, 17, 19, 23, 25 and 31 shall survive any expiration or termination for any reason of this Agreement.

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

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

**(b) Verification:** Consultant will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7), respectively, in order to confirm the employment eligibility of all employees who are

newly hired for employment to perform work under this public contract for services. Consultant is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

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

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

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

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

**(e) Damages for Breach of Contract:** The City may terminate this contract for a breach of contract, in whole or in part, due to Consultant's breach of any section of this paragraph or provisions required pursuant to CRS 8-17.5-102. Consultant shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph 34.

**IN WITNESS WHEREOF**, the parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**CITY OF ENGLEWOOD, COLORADO**

By:

(city manager)

\_\_\_\_\_ Date: 16 Sept. 15

## SCHEDULE A

### OUTLINE OF STATEMENT OF WORK (Provide the requested below information)

#### 1. GENERAL

##### STATEMENT OF WORK FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND TRANSFORMATION POINT DATED OCTOBER 5, 2015

Transformation Point will work in partnership with the City and Senior Management to conduct their Achieving & Sustaining Organizational Alignment program. Transformation Point will administer the Birkman Assessment to Senior Management and conduct individual interviews and debriefs. Transformation Point will conduct three facilitated days with the executive team, the direct report session development, and facilitated sessions between the executive team and their direct reports. In total the process will take 7 to 8 days spread over six to eight weeks.

Transformation Point will also provide the following services to the City of Englewood, as assigned by Human Resources, not to exceed \$95,000.00; Teamwork Sessions, Facilitate Workshops, and learning and Development Courses, Coaching and Advisory Services, Consultation of development and implementation of leadership development and learning solutions, Organizational Development and performance Management consulting services, Development or redesign City of Englewood Learning and Development curriculum.

#### 2. NAMES OF PROJECT COORDINATORS

City of Englewood: Vincent Vega – Human Resources Manager  
Transformation Point: Kevin King, MBA, Ph.D.

#### 3. SUMMARY OF PURPOSE FOR STATEMENT OF WORK

The City of Englewood is reevaluating their training and development, leadership development, and performance management programs for 2016. In order to align these programs with the City's Mission, Vision, and Values our Senior Staff needs to engage in discussion to establish an operating guide and organizational goals that can be clearly communicated down the organization to line staff. Transformation Point's Achieving & Sustaining Organizational Alignment program will not only provide the City with an operational guide and goals, but tools and coaching to communicate this plan down the organization to ensure consistency in our messaging. Once the operational guide and goals are implemented Human Resources can begin to better develop training and development, leadership development, and performance management programs to be implemented in 2016.

#### 4. EQUIPMENT AND PROGRAMMING TO BE PROVIDED BY CITY (IF ANY)

None

#### 5. OTHER CONSULTANT RESOURCES

None

6. DESCRIPTION OF WORK PRODUCT AND DELIVERABLES

Transformation Point shall provide the following; management consulting, training, coaching, facilitation, and assessment services to Human Resources upon request and final approval by Vincent Vega, Human Resources Manager, Human Resources.

Transformation Point will conduct Birkman Method Assessment and individual debrief with Senior Management and facilitate the Achieving & Sustaining Organizational Alignment program to Senior Management to develop an operating guide and organizational goals.

7. SPECIAL TERMS, IF ANY

Total fees will not exceed \$95,000.00

8. MODE OF PAYMENT

The City will make payment to Transformation Point within 30 days of invoice via physical check sent through United States Postal Service.

9. PAYMENT SCHEDULE

All services performed under this agreement will be detailed and priced in separate individual Statements of Work. All payments to Consultant are contingent on Consultant's satisfying the Deliverables/Milestones set forth in the Payment Schedule. Payments shall be made upon City's written confirmation to Consultant that the Deliverables/Milestones have been satisfied.

Transformation Point will issue a bill monthly for services performed in the previous month. Invoices are due within 30 days of receipt.

10. SCHEDULE AND PERFORMANCE MILESTONES

This schedule sets for the target dates and performance milestones for the preparation and delivery of the Deliverables by Consultant.

Performance Milestone	Responsible Party	Target Date
Completion of Birkman Assessment	Transformation Point and City	October 2015
Individual debrief and interviews	Transformation Point and City	October 2015
Facilitation of Achieving & Sustaining Organizational Alignment	Transformation Point and City	3 facilitated days October - November 2015

11. ACCEPTANCE AND TESTING PROCEDURES

12. LOCATION OF WORK FACILITIES

Consultant will utilize meeting rooms at the Englewood Civic Center or off site locations designated by Human Resources.

Substantially all of the work will be conducted by Consultant at its regular office located in Denver, Colorado.

City will provide the City office space and support as it agrees may be appropriate, at its Civic Center facility.

IN WITNESS WHEREOF, pursuant and in accordance with the Professional Services Agreement between the parties hereto dated October 5, 2015, the parties have executed this Statement of Work as of this 5<sup>th</sup> day of October, 2015.

CITY OF ENGLEWOOD, COLORADO

By: \_\_\_\_\_  
(Signature)  
Eric A. Keck  
(Print Name)

Title: City Manager

Date: 16 Oct. 15

Transformation Point  
Consultant Name

By: \_\_\_\_\_  
(Signature)  
Karl L. King  
(Print Name)

Title: Founder + CEO

Date: 9/11/15