



**AGENDA FOR THE  
ENGLEWOOD CITY COUNCIL  
STUDY SESSION  
MONDAY, APRIL 11, 2011**

- I. **Executive Session**  
At 6:00 p.m. in the City Council Conference Room, City Council will discuss a negotiations (Union) matter pursuant to C.R.S. 24-6-402-4(e).
- II. **City-wide Retail Assessment**  
At 6:30 p.m. in the Community Room, Community Development Director Alan White and BBC Consultants will discuss a City-wide Retail Assessment.
- III. **Englewood City Mark/City Manager's Administrative Policy**  
City Manager Gary Sears will discuss the use of the City Mark and the City Manager's Administrative Policy.
- IV. **Council Chamber Podium Location**  
City Council and Public Works Director Rick Kahm will discuss the location of the podium in Council Chambers.
- V. **CDOT Grant**  
Police Chief Tom Vandermee and Commander Gary Condreay will discuss a Traffic Education and Enforcement Grant.
- VI. **City Manager's Choice**
- VII. **City Attorney's Choice**
- VIII. **City Council's Choice**

Please Note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood, 303-762-2407, at least 48 hours in advance of when services are needed. Thank you.

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## **The Council's Role in Labor Negotiations**

AWC Annual Conference

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June 24, 2010  
Vancouver, Washington

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**Rodney B. Younker**

Summit Law Group PLLC  
315 Fifth Avenue South, Suite 1000  
Seattle, Washington 98104-2682  
(206) 676-7080  
rody@summitlaw.com

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## THE COUNCIL'S ROLE IN LABOR NEGOTIATIONS

### I. INTRODUCTION

- A. Labor negotiations can be trying times for public agencies, and particularly for the elected officials who must make the policy and economic decisions reflected at the table. Decisions made during bargaining can have long-lasting impacts – both economic and operational – on an agency, and as a result, elected officials have an obvious need and desire to oversee the process the outcomes it generates. The manner in which that oversight is provided, however, can have consequences for the process and for the agency.
- B. The purpose of this paper is to discuss the role played in labor negotiations by city councils as a body, as well as individual council members, and to identify some of the legal and practical risks created by the council's role in labor negotiations.

### II. THE PRE-BARGAINING PROCESS

- A. The Legislative/Administrative Dichotomy. Personnel issues in general, and labor negotiations in particular, land in the “grey zone” between the legislative authority of the council, and the administrative authority of the city manager or independently-elected mayor. On one hand, labor negotiations directly impact budgets, involve the signing of contracts, and can implicate agency policies, all of which are the purview of the council. On the other hand, collective bargaining agreements generally contain tens of pages of provisions devoted to more mundane workplace rules that fly far below the level of agency policy, and fit more neatly into the administrative functions of government. Determining a practical and effective way to manage this dichotomy – to give council members necessary input into the financial and policy questions raised by bargaining without overwhelming them with administrative minutiae – presents one of the many challenges of bargaining in the public sector.
- B. The Need to Set Parameters. Perhaps the most important role for the council in labor negotiations is to set basic parameters for the agency's negotiating team. Of paramount importance are the parameters that outline the financial commitments the council is prepared to accept in a new collective bargaining agreement. Obviously this includes any new salary-related costs (because of wage increases, newly-funded positions, etc.), but it also includes increased costs associated with insurance plans or operational changes (e.g., increased overtime costs projected because of a new schedule, the costs of new equipment, etc.). In addition, if there are agency-wide policy choices that affect the topics of bargaining, those decisions need to be made and communicated to the bargaining team ahead of negotiations. Without basic parameters within which it can be assured the council will support an agreement, the agency's team arguably lacks authority to bargain with its unions, and risks committing an unfair labor practice through its inability to reach agreements at the table.

1. The council should determine the parameters (authority) for the bargaining team early in the process, ideally before the agency's team first meets with the union. The process generally works best if it includes a presentation to the council of the management team's priorities and expectations for the process, a discussion of how negotiations affect the budget, and an opportunity for input from the council on the negotiating outcomes that are possible/appropriate.
  2. Setting parameters is different from formulating a bargaining strategy or position. The parameters are the "finish line" the council is prepared to cross at the end of the negotiations. The way in which the parties clear the obstacles and cover the miles en route to the finish line are really more questions of bargaining strategy, which is probably best left to the negotiating team. A council focused on specific offers to make at the table risks hobbling the give-and-take process of bargaining at best, and committing an unfair labor practice at worst.
  3. Obviously, the parameters set, and the discussions surrounding them, are highly confidential, and should not be discussed by council members or others publicly or with employees. Meetings or portions of meetings called to plan or formulate strategy for collective bargaining are exempt from the Open Public Meetings Act.
- C. Being Statespersons. Particularly in the challenging economic times in which public sector negotiations are now taking place, the council plays an important role before and during the bargaining process in publicly articulating the agency's priorities and budget strategy. An agency that has additional taxing authority, for example, but no plan to use it because it believes tax increases would not be well-received by the citizens, may face pressure from unions to use tax capacity so that it can provide enhanced wages at the bargaining table. The bargaining team will be far better positioned to deal with such a push if the council has made clear its perspective that the agency must live within its means.

### III. DURING BARGAINING

- A. Councilmembers as Participants? There is no rule prohibiting councilmembers from participating in labor negotiations, and it occurs with some frequency in smaller jurisdictions. There are some "pros" and a number of "cons" to the practice:
1. Pros: On the positive side of the ledger, council members often feel that they have a better sense of the important issues when they participate in bargaining. They also provide employees with a sense of the significance of the process, and can provide a direct response to policy-related issues that come forward. Particularly in small agencies, where there are not

many management employees to staff labor negotiations, council members may be a useful source for negotiating manpower.

2. Cons: On the negative side of the ledger, participating directly in bargaining puts councilmembers squarely in the middle of discussions that are often quite personal and occasionally tense. Making some policy level decisions, like the need for a reduction in force, can be easier without the personal interactions with affected employees, and it can be easier for outside negotiators or others to deliver to employees the difficult news of such decisions. There can also be a bit of a “showplace” dynamic when councilmembers are present at negotiations, which can interrupt the productive trade of ideas. Finally, a councilmember’s participation in the bargaining process can have some impacts on the eventual ratification process. Management team members are expected to advocate for a tentative agreement they have reached, and their failure to do so can be an unfair labor practice. Where a councilmember participates in reaching the tentative agreement, the expectation will be at least that he/she votes in favor of the deal, and maybe that he/she delivers the votes of others as well.
- B. The Need for a United Front. Management teams need to speak with a single voice in labor negotiations, or risk confusing employees, and losing credibility/persuasive power. Whether at the table or away from it, councilmembers who share their dissenting voice with employees, union leaders or the public can undermine their negotiators, and encourage a “divide and conquer” strategy by union representatives. Differing opinions in executive sessions or special meetings to discuss labor strategy are an important part of vetting the management agenda and formulating an approach to bargaining; in open public discussions, however, they can be disabling to the bargaining process.
  - C. Avoiding the End Run. In addition to maintaining a consistent public position, councilmembers also need to beware of the proverbial “end run” around the bargaining process. Union employees or negotiators who gain (or perceive they have gained) a sympathetic ear are inclined to use access to a councilmember to press for changes in the management position at the bargaining table. And, of course, if a union negotiating team hears “no” at the table, pressures a councilmember, and later hears “yes,” the odds of that team accepting “no” from the management negotiators again in the future are quite low. Plan ahead for the time when negotiations get tense, and prepare a short, simple statement that all councilmembers can use to deflect direct appeals (e.g., “I appreciate your thoughts, but we believe that discussions of these topics need to occur at the bargaining table.”)
  - D. Employee’s Concerted Activity. While they have no right to strike, public sector employees do have the right to engage in informational picketing and/or to show up in numbers at council meetings. As a general matter, debates with employees

over labor negotiations in a public forum do not often advance the negotiations towards a resolution. Unless the city is prepared to engage in a lengthy public relations campaign – a strategy that requires considerable discipline and coordination – it is usually better to keep order at public meetings and limit comments on the bargaining process to the expression of support for the process and a fair outcome for all concerned. Thinking about this message before it is needed will, help avoid the embarrassment that can occur when an elected official is ambushed in a public setting with questions about union negotiations.

#### IV. RATIFICATION AND IMPLEMENTATION

- A. The Ratification Process. As part of its legislative authority, the council has the ultimate role in approving agreements once they are tentatively agreed. While discussion of the substance and significance of the agreement can occur in a closed meeting, the actual ratification of the agreement is “action” appropriately taken in an open public meeting. As noted above, councilmembers who participate at the bargaining table likely commit an unfair labor practice by voting against an agreement tentatively reached at the table, and may risk a charge by failing to bring along the votes of their colleagues.
  
- B. More Roles for Statespersons. Bargaining can be a bruising process, particularly for inexperienced employees who, understandably, have a strong personal investment in the outcomes. A public statement by the council acknowledging the effort of employees who participated in the process and expressing approval of the finished product can be a surprisingly helpful gesture in moving the parties towards the successful implementation of the new agreement.

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## Talks stall in Allentown for city union contract

*Mayor blames council cutting raises, job study from 2006 budget.*

December 03, 2005 | By Scott Kraus Of The Morning Call

(Page 2 of 2)

"You don't want to lower the morale of the people any lower than it already is," Guridy said.

### FEATURED ARTICLES

City Council limits raises from budget  
December 1, 2005

Afferbach said he is still waiting for Pawlowski to take him up on an offer to sit down and review his proposed 2006 budget and would prefer to deal with Pawlowski on the issue of the union contract, rather than emissaries from his transition team.

Fire union contract up for a vote  
September 9, 2003

"He is the one who is going to have to make a final decision," Afferbach said.

City sues to stop fire union contract  
January 21, 2005

Guridy said Pawlowski needs to talk with Afferbach to straighten out a variety of transition-related issues.

Pawlowski said he will sit down with Afferbach as soon as he gets a handle on his two top priorities - balancing the 2006 budget, which he said Afferbach left full of holes, and hiring a qualified cabinet by Jan 1.

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"I will sit down and talk to him," Pawlowski said. "I'm not averse to that. I just haven't had time."

Facing a \$1.9 million budget gap that Pawlowski said is more like \$5 million to \$7 million, council eliminated the 3 percent raises Afferbach included in the 2006 budget for SEIU employees, saving about \$250,000 in salaries. Cutting the job study saved an additional \$200,000.

Hershman said the money has been placed in the budget's unappropriated balance and is available to pay for whatever wage increases the union eventually negotiates with the city.

Afferbach would not say whether the contract the city had been negotiating with the union included 3 percent raises.

SEIU Local 395 represents 430 employees covering nearly the entire work force except for police, fire, management and certain confidential secretaries.

Unlike the police and fire unions, the SEIU cannot force the city to enter binding arbitration to settle a contract dispute. Its members are permitted to strike.

scott.kraus@mcall.com

610 820-6582

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any franchise. The franchise fee, established by ordinance, shall be paid as provided and be subject to mutual periodic renegotiation, and failure to pay such fee shall result in forfeiture of franchise at the option of Council.

**131: Railroad tracks and crossings.**

Council may require by ordinance and by fair apportionment of the cost, subject to arbitration, any railroad or other transportation system to elevate or lower any of its right-of-way or tracks running over, or under, along, or across any public thoroughfare, and to construct and maintain all street crossings, bridges, viaducts or other conveniences, in good condition, with proper approaches and safety devices.

**132: Revocable licenses.**

Council, by ordinance, may grant a license, revocable for cause, to lay side tracks and switches, along or across any public thoroughfare, when the application therefor is accompanied by the assent in writing of the owners of two-thirds of the frontage on each side of the public thoroughfare or part thereof.

**133: Revocable permits.**

Council may grant permits for the temporary use or occupation of any street, alley, or public place. Such permits are revocable by Council whether the right is expressly reserved in the permit or not.

**134: Extension of territory.**

Council, by ordinance, may extend the area or include streets, alleys, public places and property, not embraced in such franchise, when public convenience and necessity requires, subject to all of the terms and conditions of such original franchise and co-extensive with the terms thereof, without a vote of the registered electors.  
(Amended 11-5-1991)

**135: Condemnation or purchase.**

The right of the City to construct, purchase or condemn any public utility, work or way, as provided by Colorado State Constitution and by applicable State Statutes, is expressly reserved.

**136: Assignment.**

Assignment or leasing of a franchise shall be considered a forfeiture unless application therefor be made to the City and consent given by Council by ordinance with such change of conditions or terms as they may deem necessary. Council reserves the right to deny any assignment of franchise.

**ARTICLE XV. ENGLEWOOD EMPLOYEE  
RELATIONS AND CAREER SERVICE  
SYSTEM ACT—1981**

**137:1 Statement of policy; labor relations.**

It is the public policy of the people of the City of Englewood to promote harmonious, peaceful and cooperative relationships between the elected and appointed officials of the City and the members of the classified service and to protect the public by assuring, at all times, responsible, orderly, and uninterrupted operation of government services and where necessary, to provide for and regulate such matters of local concern. Since unresolved disputes in the public service are injurious to the public, and to the government of the City of Englewood, and City employees, there is hereby provided, for full-time classified employees in an appropriate bargaining unit, the right to bargain collectively concerning certain subjects with the City as employer through a certified employee organization and a method for resolving impasses in such bargaining, as hereinafter provided. The establishment of this method of resolving such impasse shall be deemed to be a recognition of the propriety of providing an alternative mode of settling disputes where public employees, as a matter of public policy, and in recognition of the desirability of maintaining a balance in the labor management relationship, must be denied the right to strike.

**137:2 Definitions.**

As utilized in this Article of the Charter, the following definitions shall be observed:

- (a) "Appointing Authority". The Appointing Authority is the City Manager.

- (b) "Permanent". A full-time classified employee who has successfully completed a probationary period in a classified position after original appointment or promotion by the appointing authority. A permanent employee is subject to the protection of the Career Service System.
- (c) "Classified Service". All full-time permanent classified positions that are included within the Career Service System.
- (d) "Employer or City Employer". The Mayor, and members of the City Council, City Manager and his or her designees for purposes of collective bargaining.
- (e) "Contractual Employment". Employment relationship not a part of the Career Service System for a set period of time for special projects or programs or for other managerial and professional assistance.
- (f) "Confidential Employee". An employee who is privy to decisions or who has access to information of City management affecting employee relations or whose functional responsibilities or knowledge of the City affairs makes memberships or participation in the affairs of an employee organization incompatible or inconsistent with the official duties of employment. For purposes of this definition it is conclusively presumed that any individual employee in the City Manager's office or in the Employee Relations Department or in the City Attorney's office is a confidential employee.
- (g) "Confidential Secretary". One person in the office of each department, board or commission and City Council as designated by the City Manager.
- (h) "Managerial Employee". The City Manager, department heads and assistant department heads.
- (i) "Supervisor". An individual having the authority, consistent with other provisions of this Article, in the interest of the employer to hire, fire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, discipline or evaluate other employees, or to adjust their grievances, or effectively to recommend any of the foregoing if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but, rather, requires the use of independent judgment, provided, however, that individuals holding the position of lieutenant, or a functionally equivalent position, in the fire department shall not be considered supervisors as defined or used in this article, regardless of their duties or authority.
- (j) "City Rights". The City shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and rights to:
- (i) Determine the overall mission of the City as a unit of government.
  - (ii) To maintain and improve the efficiency and effectiveness of City operations.
  - (iii) To determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted.
  - (iv) To determine the overall methods, processes, means, job classifications or personnel by which City operations are to be conducted.
  - (v) To direct, supervise, hire, promote, transfer, assign, schedule, retain or lay-off employees.
  - (vi) To suspend, discipline, discharge, and demote for cause, all full-time permanent classified employees.
  - (vii) To relieve employees from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or nonproductive.
  - (viii) To take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining agreement.

- (ix) To take any and all actions to carry out the mission of the City in cases of emergency.
- (x) Nothing contained herein shall preclude the City from conferring with its employees for the purpose of developing policies to effectuate or implement any of the above-enumerated rights.  
All powers, duties and rights as enumerated above shall be within the exclusive right of the City except as limited or modified by a collective bargaining agreement.
- (k) "Employee Rights". A full-time classified employee who is not a confidential employee, a managerial employee, or a supervisor shall have the right:
  - (i) To form, join, support or participate in, or to refrain from forming, joining, supporting, or participating in any employee organization or its lawful activities; and
  - (ii) To bargain collectively through their certified employee representative.
  - (iii) No employee shall be interfered with, restrained, coerced or discriminated against because of the exercise of these rights nor shall the right of an individual employee to discuss employment concerns with the City be infringed upon.
- (l) "Appropriate Employee Bargaining Unit (or Appropriate Bargaining Unit)". An employee unit designated by the City to be appropriate for the purpose of collective bargaining. In determining the appropriate bargaining unit the City shall have no authority to include any employee other than a full-time classified employee. A full-time classified employee may be considered for inclusion in the appropriate bargaining unit except:
  - (i) Any elected official or person appointed to fill a vacant elected position, or any board or commission member or judge, or person appointed to a position by City Council.
  - (ii) City Manager, assistants to the City Manager and employees of the City Manager's office, department heads, City Attorney and employees of the City Attorney's office and confidential secretaries.
  - (iii) Managerial and supervisory employees.
  - (iv) Confidential employees.
  - (v) Any part-time, temporary or contractual employee.
  - (vi) Any employee hired for special projects or programs or through the use of outside funding sources.
- (m) "Employee Organization". Means any lawful organization which has as one of its primary purposes representing full-time classified employees in their employment relation with the City; provided, however, that said organization has no restriction on membership based on age, race, color, creed, sex, handicap, or national origin.
- (n) "Certified Employee Organization (or Certified Employee Representative)". An employee organization that has been certified by the City as representing the employees in an appropriate bargaining unit as a result of obtaining a majority vote in the appropriate unit pursuant to a City conducted election. No organization shall be eligible to be the certified employee organization if it admits to membership or is directly affiliated with an organization that admits to membership persons who are supervisors or who act in a supervisory capacity with respect to employees of the City of Englewood as defined in this Article. No organization shall be eligible to be the certified employee organization or certified employee representative with respect to police officers of the City if such organization admits to membership employees of any employer, public or private, other than police officers, except that such employee orga-

nization may affiliate itself with other organizations who admit such other employees to membership, so long as the certified employee organization remains locally autonomous.

- (o) "Exclusive Recognition of an Employee Organization". The certification of an employee organization by the City that the organization shall represent all employees in an appropriate unit as determined by the City for the purpose of collective bargaining.
  - (p) "Strike". Concerted activity resulting in failure to report to duty, or the absence from one's position, or the stoppage of work.
  - (q) "Classified Employee". A certified employee appointed to an allocated position within the classified system. The Council may adopt additional appropriate definitions to effectuate the policies of this Article of the Charter.
- (Amended 11-7-1995; 11-2-1999)

### 137:3 Bargaining Rights.

Only full-time classified employees in an appropriate bargaining unit have the right to bargain collectively with the City through their certified employee representative towards securing a collective bargaining agreement. Only an employee organization that has been certified by the City shall be entitled to engage in collective bargaining with the City. In certifying an employee organization as representing the employees in an appropriate bargaining unit, the City or the designated hearing officer shall consider (in addition to any other requirement as set forth herein) the following factors:

- (a) The unit that will insure employees the fullest freedom and the exercise of rights granted under this Article.
- (b) The community of interest of the employees.
- (c) The history of the employee relations in the unit, among other employees of the City, and in similar public employment.

- (d) The effect of the unit on the efficient operation of the public service and sound employee relations.
- (e) The effect on the existing classification structure of dividing a single classification among two or more units.

(Amended 11-7-1995)

### 137:4 Terms of the collective bargaining agreement.

The obligation to meet at reasonable times and negotiate in good faith shall commence on or prior to May 15 of any applicable year in which the Bargaining Agreement expires or in which collective bargaining is otherwise proper. The Collective Bargaining Agreement between the City and the certified bargaining representative shall consist of any and all terms actually agreed upon by parties, which terms are not otherwise inconsistent with the Ordinances or Charter of the City. The Collective Bargaining Agreement shall be for a term of not less than one (1) year nor more than three (3) years, provided that all Collective Bargaining Agreements entered into shall be effective on a January 1 date and shall terminate on a December 31 date.

### 137:5 Subjects for collective bargaining.

(a) *Mandatory Subjects*. The City and the certified employee representative shall have the mutual obligation to negotiate and bargain in good faith over the following mandatory subjects: wages, hours, vacation, insurance (contribution levels and levels of benefits only), holidays, administrative leave, personal leave, military leave, disability leave, funeral leave, dues deduction, grievance resolution procedure (including costs and expenses associated therewith), non-State or Federally regulated or mandated pension or retirement provisions (contribution levels only), over-time pay formulas, work uniform provisions, acting pay, longevity, transfer procedure, procedures for suspension, demotion and discharge, and education incentives. That the maintenance of benefits shall also be considered a mandatory subject under this Section for the period covering up to and including December 31, 1984, after which it will become a permissive subject.

(b) *Non-Negotiable Subjects.* The following subjects shall be excluded from collective bargaining as non-negotiable subjects of bargaining: any subject pre-empted by State or Federal law or by City Charter; State or Federally regulated or mandated pension provisions; administration of insurance programs, selection of insurance carrier including self-insurance; matters delegated by Charter to any board or commission of the City; all matters relating to classification, recruitment, hiring, examination and certification of appointment to a position and appeals based thereupon; promotions out of the bargaining unit.

(c) *Permissive Subjects.* Collective bargaining upon any other subject (i.e., not mandatory or non-negotiable) is permissive and may be conducted if mutually agreed to by the parties. (Amended 11-7-1995)

#### 137:6 Impasse resolution.

(a) *Impasse.* In the event the parties are unable to reach agreement on all mandatory subjects to be contained in the collective bargaining agreement on or before July 1 of the year in which the parties have met and bargained over these subjects, impasse shall be declared. Each party shall submit to the City Clerk a statement which contains that party's final offer regarding any mandatory economic subject upon which the parties are at impasse. The statement shall be submitted by each party no later than 5:00 p.m. on July 1. If July 1 falls on a Saturday or Sunday the period is shortened to and ends on the prior business day which is not a Saturday, Sunday or legal holiday.

(b) *Appointment of Arbitrator.* The City Manager and the employee organization will jointly present to the City Council on or before July 10 the names of three arbitrators who have experience in labor relations matters and interest arbitration. From that list of three, the City Council will appoint one arbitrator whom it authorizes to conduct hearings and make a decision on the final offer to be implemented. The arbitrator shall be appointed no later than July 30. Prior to the commencement of hearings, the arbitrator shall sign an oath to uphold the terms of the Charter.

(c) *Hearings.* The arbitrator shall hold hearings on the parties' final offer on mandatory economic subjects only. The arbitrator shall set the date of hearing and shall give at least ten (10) days notice in writing to the parties of the time and place of such hearing. The arbitrator shall have power to administer oaths and to require by subpoena the attendance and testimony of witnesses, and the production of books, records and other evidence relating to or pertinent to the issues presented to the arbitrator for determination.

The arbitrator shall have the right to determine whether any proposal or demand is a mandatory economic subject for bargaining within the meaning of Section 137:5(a) of this Charter.

The hearing conducted by the arbitrator shall be concluded within seven (7) days of the time of commencement. Within five (5) days following the conclusion of the hearing, the parties may, if they deem necessary, submit written briefs to the arbitrator. Within fifteen (15) days of the receipt of such briefs or the conclusion of the hearing, whichever is applicable, the arbitrator shall make written findings and decide whether the final offer of the City or the final offer of the certified employee organization on the total package of outstanding mandatory economic subjects in dispute shall be implemented. A copy of the arbitrator's findings and decision shall be mailed or otherwise delivered to the certified employee organization and the City Manager.

(d) *Record of Hearings.* The hearings conducted by the arbitrator shall be recorded. Any party may request an official stenographic record of the testimony at the hearing. The party requesting shall pay the cost of such transcript. If the other party requests a copy of the transcript or if the arbitrator requests a transcript, both parties shall share the entire cost of making the stenographic record.

(e) *Standards for Decision.* The following factors must be considered by the arbitrator in arriving at a decision:

- (1) The interest and welfare of the public and the financial ability of the City to bear the costs involved;

- (2) The lawful authority of the City;
- (3) Stipulations of the parties;
- (4) Comparison of the wages, hours, benefits and other terms or conditions of employment of the employees involved with other employees performing similar services in public employment in comparable Colorado communities;
- (5) The cost of living;
- (6) The overall compensation presently received by the employees including direct wage compensation; vacation, holidays and other excused time; insurance and pension; medical and hospitalization benefits; the continuity and stability of employment; and all other benefits received.

(f) *Final Offer Procedure.* The arbitrator shall choose either the City's total final offer on all outstanding mandatory economic subjects or the employee organization's total final offer on all outstanding mandatory economic subjects as contained in each party's statement of final offer as required in Section (a) and shall state the reasons for choosing such final offer.

(g) *Time Limits.* The time limits for conducting the hearing and for any action by the arbitrator specified in this Chapter may be waived by mutual consent of the parties as long as the arbitrator's decision is rendered two weeks after the budget is submitted to City Council by the City Manager.

(h) *Fees and Expenses of Arbitration.* One-half of the necessary fees and necessary expenses of arbitration (excluding all fees and expenses incurred by either party in the preparation or presentation of its case) shall be borne by the City and one-half shall be borne by the employee organization.

(i) *Finality of the Arbitrator's Decision.*

- (1) Except as provided in this Section, the decision of the arbitrator shall be final and binding on the employee organization and the City. Nothing herein shall prohibit the parties from agreeing to terms different from the decision of the arbitra-

tor as long as such agreements are made within the fifteen (15) days after receipt of the arbitrator's decision.

- (2) The arbitrator's decision shall be subject to Court review pursuant to the terms of this Section. Any party desiring Court review must file suit in the District Court no later than thirty (30) days after the date of the arbitrator's decision. Failure of either party to file suit within thirty (30) days shall be a waiver of that party's right to appeal the decision. The District Court shall affirm the arbitrator's award unless it determines:
    - (a) The award was procured by corruption, fraud, or other undue means;
    - (b) The decision is arbitrary, capricious, or unreasonable because there is no competent evidence in the record to support the decision; or
    - (c) The decision was reached without considering the factors listed in paragraph (e) above.
  - (3) If the Court determines that the award was procured by corruption, fraud, or other undue means, the entire award shall be vacated and the matter shall be remanded back to be heard by a different arbitrator selected pursuant to the terms of this Section. If the Court determines that the arbitrator's decision is arbitrary, capricious or unreasonable, or was reached without considering the factors listed in paragraph (e) above, the Court shall remand the issue to the arbitrator with instructions to take new evidence if necessary and to issue a decision in conformity with the provisions of this Section.
  - (4) Each party shall be responsible for its own costs and fees in connection with any appeal to the District Court.
- (Amended 11-5-1991; 11-7-1995)

**137:7 Strikes prohibited.**

- (a) The protection of the public health, safety and welfare demands that neither the certified employee organization, nor any employee organi-

MEMORANDUM



TO: Mayor Burns  
City Council Members

FROM: Dan Brotzman, City Attorney

DATE: November 16, 2000

REGARDING: Council Request No. 00-186 – Violation of Executive Session Confidence.

Resolution No. 66, Series of 1990, and Ordinance No. 1, Series of 1995, establish Council procedures including those for executive sessions but do not contain penalty provisions for improper disclosure. The Open Meetings Law, which also addresses executive sessions, does not contain any statutory authority for violation of a confidence from an executive session. While there are theories of misdemeanor violations concerning Council oaths and responsibilities, I am not aware of any successful attempts to prosecute such a violation. Further, there are theories of civil claims that could also be brought such as breach of contract or breach of fiduciary duty but again I am not aware of any successful attempts to recover for such a violation.

The only attempt to prosecute or proceed against a Council Member for such a breach of executive session confidence was brought by the City of Greenwood Village against one of its Council Members several years ago. In that case, Greenwood Village had a very specific ordinance provision prohibiting disclosure of executive session information. That provision was declared void.

The only option that I am aware of that has worked is private or public censure by the other members of Council. The real penalty for disclosure of information is a breach of trust with those involved with the confidential material from the executive session. If information is not held in confidence, executive sessions are no longer a viable tool to discuss matters.

CC: Gary Sears

DB/nf

employment shall be made prior to this public notice. Records submitted by or on behalf of a finalist for such position shall be subject to the provisions of section 24-72-204 (3) (a) (XI). As used in this subsection (3.5), "finalist" shall have the same meaning as in section 24-72-204 (3) (a) (XI). Nothing in this subsection (3.5) shall be construed to prohibit a search committee from holding an executive session to consider appointment or employment matters not described in this subsection (3.5) and otherwise authorized by this section.

(4) The members of a local public body subject to this part 4, upon the announcement by the local public body to the public of the topic for discussion in the executive session, including specific citation to the provision of this subsection (4) authorizing the body to meet in an executive session and identification of the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized, and the affirmative vote of two-thirds of the quorum present, after such announcement, may hold an executive session only at a regular or special meeting and for the sole purpose of considering any of the following matters; except that no adoption of any proposed policy, position, resolution, rule, regulation, or formal action, except the review, approval, and amendment of the minutes of an executive session recorded pursuant to subparagraph (II) of paragraph (d.5) of subsection (2) of this section, shall occur at any executive session that is not open to the public:

(a) The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; except that no executive session shall be held for the purpose of concealing the fact that a member of the local public body has a personal interest in such purchase, acquisition, lease, transfer, or sale;

(b) Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions. Mere presence or participation of an attorney at an executive session of the local public body is not sufficient to satisfy the requirements of this subsection (4).

(c) Matters required to be kept confidential by federal or state law or rules and regulations. The local public body shall announce the specific citation of the statutes or rules that are the basis for such confidentiality before holding the executive session.

(d) Specialized details of security arrangements or investigations, including defenses against terrorism, both domestic and foreign, and including where disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for, a violation of the law;

(e) Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators;

(f) (I) Personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting. With respect to hearings held pursuant to the "Teacher Employment, Compensation, and Dismissal Act of 1990", article 63 of title 22, C.R.S., the provisions of section 22-63-302 (7) (a), C.R.S., shall govern in lieu of the provisions of this subsection (4).

(II) The provisions of subparagraph (I) of this paragraph (f) shall not apply to discussions concerning any member of the local public body, any elected official, or the appointment of a person to fill the office of a member of the local public body or an elected official or to discussions of personnel policies that do not require the discussion of matters personal to particular employees.

(g) Consideration of any documents protected by the mandatory nondisclosure provisions of the "Colorado Open Records Act", part 2 of article 72 of this title; except that all consideration of documents or records that are work product as defined in section 24-72-202 (6.5) or that are subject to the governmental or deliberative process privilege shall occur in a public meeting unless an executive session is otherwise allowed pursuant to this subsection (4);

(h) Discussion of individual students where public disclosure would adversely affect the person or persons involved.

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General

Friday, 15 May 2009 10:03

**CITY OF SUSANVILLE POLICY REGARDING THE PUBLIC'S RIGHT TO KNOW  
REGARDING LABOR NEGOTIATIONS**

Purpose

The purpose of this policy is to provide the public with more information about ongoing labor negotiations and to provide the public with adequate notice of labor agreements prior to their approval by the City Council in open session so as to assure the public that their government continues to enter into fiscally responsible financial arrangements.

Policy

In order to inform the public regarding the labor contracts of the City of Susanville and to assure the public that the City of Susanville is following a fiscally responsible financial path the City hereby adopts the following policy regarding labor negotiations:

**UPDATE ON LABOR NEGOTIATIONS**

Prior to conducting a closed session on labor negotiations the City's representative in the negotiations, or his designee, shall make an oral report on the current status of negotiations with the particular employee or bargaining unit or units that will be the subject of the closed session.

**IDENTIFICATION OF BARGAINING UNITS**

The City of Susanville agenda description shall continue to identify the employee or bargaining unit that is/are the subject of the negotiations along with identification of the representative of the individual or group.

**FINAL VOTE IN OPEN SESSION**

The City Council shall continue to approve labor agreements in open session with the opportunity for public comment. Said final vote shall take place at a duly scheduled regular or special meeting with the appropriate legal notice as required by law in order for the public to become informed and to be able to express itself. There must be a staff report accompanying a resolution to adopt the agreement. Said staff report shall at a minimum contain a summary of the proposed agreement's major provisions including its fiscal impact.

Last Updated ( Wednesday, 02 March 2011 09:21 )



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# San Jose is Having Public Debate on Labor Negotiations Transparency We Should Be Having

Written by David Greenwald  
Tuesday, 24 November 2009 05:35

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Reason: This Website  
Stunned is probably a good word for my reaction to reading a Sunday Op-Ed in the San Jose Mercury News from the President of the San Jose Fire Fighters, IAFF Local 230. He was responding to an op-ed that had been in the Mercury News back on November 4, 2009.

The discussion mirrors a debate that we should be having in Davis in light of the our current labor negotiations that have occurred behind closed doors where there can be no light of public scrutiny until the point at which they are concluded. At that point we have no agreed upon parameters whereby the public and the city council can scrutinize the contracts. Apparently we are not the only city undergoing these sorts of problems. But perhaps for the first time, we have been shown the light.

Nearly three weeks ago, a member of the San Jose City Council called for labor negotiations to occur in public. And while they have unique issues that they are facing as a city, I believe the views expressed can apply to all cities.

Councilmember Plankl Oliverio writes:

*"The current practice of labor negotiations being held behind closed doors in San Jose is bad business for the city. In the era of sunshine, all labor negotiations should be public so that residents can see, hear and attend them just like other public meetings."*

*Today, the only people allowed at labor negotiation meetings are professional negotiators hired by the unions, union officials and city management staff. The discussions that take place are not seen or heard by anyone except those present. The unions and city staff constantly accuse each other of "dishonest tactics" and "feeling disrespected" during these meetings — and because the public and even the council can't attend, we have no idea who's telling the truth. Negotiating in public would end this behavior."*

He continued:

*"While the council voted in public on the contracts, there was little or no public disclosure of details beforehand. The real decisions were made in closed meetings. Nor are there any transcripts of what was said that led to pensions, benefits and wages that are unsustainable."*

The Union President of the San Jose Fire Fighters responded on Sunday. The stunning part is that he said the problem with the proposal is that it does not go far enough.

*"The problem with this proposal is that it does not go far enough. Let's open all the city's contract negotiations to the public."*

*Union leaders are happy to negotiate with the city publicly as long as the rules apply to all the city's business dealings. A massive infusion of sunlight into all the city's secret negotiations, backroom deals and closed-door confabs would go a long way toward cauterizing the wounds responsible for the hemorrhaging of our municipal treasury."*

He continued:

*"Why doesn't the City Council demand that city contracts with developers, lawyers, consultants and others be renegotiated as well? And it should all be done in public."*

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Furthermore:

*"Let's make it easy for the public by posting the amount and work scope for every one of those transactions on the city's Web site. I'm sure many are meritorious, but the point remains: The city should welcome the same scrutiny Oliverio wishes to impose on labor negotiations."*

*Unions are not afraid of conducting our business in public. We are democratic organizations that answer to our members, and we're proud of our role in providing high-quality city services to our fellow San Joseans. But we won't be singled out, either."*

### The Situation Facing Davis

I wonder if the Davis Firefighters are willing to follow the lead of their brethren in San Jose. If they are, I will be the first to stand up and applaud and the first to agree with the San Jose Firefighter Union President that all Davis public business, should be conducted in public.

In Davis, the council seems to play more of a role in the negotiations than they do in San Jose, but the bottom line is still the same. We have no idea what is being negotiated on our behalf by the city. These negotiations have taken place for months now behind closed doors. Every time it seems there will be a deal, it gets postponed.

We are facing a multifaceted crisis where we must reduce our short-term deficit and also deal with long term issues of retirement health benefits and pensions.

Indications right now are that the city has failed to represent the public adequately in these matters. The finance director has already suggested that the city will fall \$350,000 short of the savings they had hoped for in the new contracts that means the money will have to be made up elsewhere.

Before the process started, myself and others implored the city to lay out the policy to bring the contracts forward to be scrutinized by the public. But the city never laid out such a policy, that means when the time comes, we have no idea how the public will come to know of these contracts. Some have even suggested that the council might be able to ratify the contracts the same meeting where they agreed to them behind closed doors. If that is true, then there will be no ability whatsoever for the public to scrutinize these contracts.

It is unclear what will come between the exchange with the Councilmember and Firefighter Union President in San Jose, but it is a debate we needed to have a year ago in Davis. It is never too late however, perhaps the city and bargaining units will step up in Davis as well for the benefit of the citizens of Davis.

—David M. Greenwald reporting

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### Comments (6)

Gunrock

...

11/24/09 - 05:36 AM

Negotiation transcript:

Union Representative for Fire Fighters: "We want an extra 85 hours a year of overtime for "union organizing activities". By which of course we mean kegers in the fire house..."

City Representative: "Heck, make it an even 100!"

City Councilman: "If they are a union organizing event, can I pass out campaign literature and collect donations there?"

Union Representative: "Of course you can!"

City Councilman: "Sold!"

No, I can't see any advantage of the public getting to see this process. If we do get the right, we may want to pass out air-sickness bags.

Phil

...

11/24/09 - 05:39 AM

David:

I assume athl the contracts are a matter of public record (and subject to the public records act) so you are referring to the negotiations, yes? There may be legitimate reasons for keeping these confidential (though I cannot think of any) but in the end they need more scrutiny.

My guess is that public apathy is the main issue here. As our City's budget worsens and we must make tough choices, however, I hope everyone will be paying more attention. I'd hasten to add, though, that this is why we elect representatives.

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Gunrock

...

11/24/09 - 05:47 AM

The only way we can tell if our elected representatives are doing a good job is by understanding what they are doing behind closed doors. Based on what has been reported out of those discussions, they have proven a complete disgrace in their dealings with Unions. Perhaps with the doors thrown open, we can see if they are simply inept or merely negligent.

Rich Rifkin

...

11/24/09 - 06:54 AM

"There may be legitimate reasons for keeping these confidential (though I cannot think of any) but in the end they need more scrutiny."

I think Phil is exactly right, here. They need more scrutiny from the point at which the negotiators for both sides agree to contracts and the point at which the city council agrees to them.

I would like to see the City of Davis institute a policy – heck, even pass an ordinance – which requires each contract to be vetted by the Finance & Budget Commission. The commission's ought to answer the basic questions about the document: 1) Can we afford this contract in the short-run? 2) Can we afford this contract in the long-run? 3) How do the changes in this contract affect the provision of city services in the next few years? 4) How do the changes in this contract affect the provision of city services in the long-run?

After the F&B has had a chance to weigh-in, the public needs to be allowed to express its views. If the public does not like, for example, paying members of a certain union (\$100,000 a year extra) overtime so the members of that union can conduct union business, the public should have the chance to express that point of view before the council votes. If the public thinks it is excessive to pay massive amounts of overtime so members of a certain union can get 14.5 paid holidays a year – double what the private sector gets – the public should have a right to express that view before the contracts are voted on. Etc.

Phil

...

11/24/09 - 07:00 AM

Gunrock:

I don't disagree with anything you or david is saying. I'm merely pointing out that we already have enough transparency to show that our elective representatives (well... 3 out of 5) are not doing their job, but I see little outcry apart from this blog.

If you open up negotiations I would bet that deals will be struck under the table and the public negotiations will become a ritual, like Kabuki theater.

Better to change our CC.

Greg Kuperberg

...

11/24/09 - 07:03 AM

A strong case has been made the firefighters are overpaid. But in general, public negotiations aren't really negotiations at all. It is difficult to retract or change offers that are made in public. So instead of rooting around for common ground or a compromise, the negotiations reduce to grandstanding. If public negotiations look like they work, then typically all of the hard questions were resolved in private anyway.

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C I T Y O F E N G L E W O O D  
C O M M U N I T Y D E V E L O P M E N T

---

**To:** Mayor Woodward and City Council

**Through:** Gary Sears, City Manager  
Alan White, Community Development Director ✓

**From:** Darren Hollingsworth, Economic Development Coordinator

**Date:** April 5, 2011

**Subject:** City-wide Retail Assessment

---

### **Council Action**

At the April 11 study session, representatives from BBC Research & Consulting and The Kornfeld Real Estate Group will provide an update on the City-Wide Retail Assessment. Attached is a copy of the PowerPoint presentation that will be the basis for the conversation with the consultants.

### **Community Goal: Retail**

Economic development efforts in Englewood have centered on supporting a healthy retail environment. Much of Englewood's revenue base is generated through sales and use tax. In looking at an economically sustainable economy, Englewood logically needs to understand and define opportunities to support a healthy business climate for retailers. Many communities along the Front Range have developed specific strategies for attracting and retaining retail. With the obvious importance of retail sales tax revenue to the City's budget, Englewood has hired BBC Consulting & Research and The Kornfeld Real Estate Group to prepare a study analyzing the *what, where, and how* of future retail development in Englewood. This retail assessment is anticipated to be a document and educational process that will be useful for finding and defining retail opportunities in the community.

The consultant has conducted the preliminary analysis of the 10 districts and will provide an update about their findings. Next steps involve the assessment of potential retail demand and the development of strategies for retail recruitment, attraction and retention. This effort is intended to better position Englewood to attract new retail and development within the community.



## City of Englewood, Colorado

### Retail Assessment and Marketing/Development Strategy

*Preliminary Presentation — April 11, 2011*

*Presented by:*



**BBC Research & Consulting**  
3773 Cherry Creek N. Dr., Suite 850  
Denver, Colorado 80209-3868  
303.321.2547 tel  
303.399.0448 fax  
www.bbcresearch.com



**The Kornfeld Real Estate Group, LLC**  
5105 DTC Parkway, Suite 200  
Greenwood Village, CO 80111  
303.777.0386 tel  
303.777.1920 fax  
www.kornfeldgroup.com



## Englewood Retail Strategy Analysis

### ■ Key Questions:

- How would a retail developer or retailer view Englewood?
- How can we make it more attractive?

### ■ Answers :

- Demographics: market size, income
- Residential growth trends
- Retail performance
- Competition
- Availability of Appropriate sites





## Consultant Tasks

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- Retail Market Analysis
- Assessment of 10 Retail Sites
- Identification of Most Promising Sites
- Detailed Assessment of Sites
- Identification of Opportunities for City Involvement



## Agenda April 11, 2011

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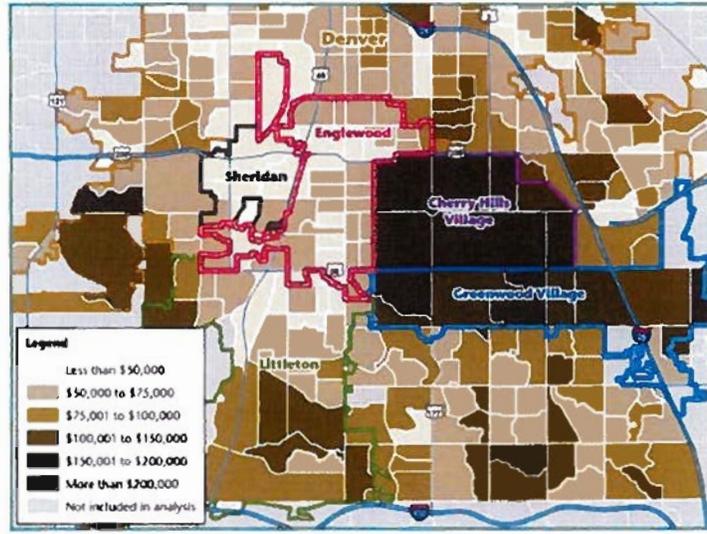
- Present Englewood Retail Assessment
- Review National Retail Trends
- Discuss Characteristics of Successful Retail
- Review Initial Site Evaluations
- Identify Site Candidates for Additional Review
- Discuss Role of Public Sector
- Present Next Steps



## Demographic Summary



### Median Household Income by Census Block Group - 2009



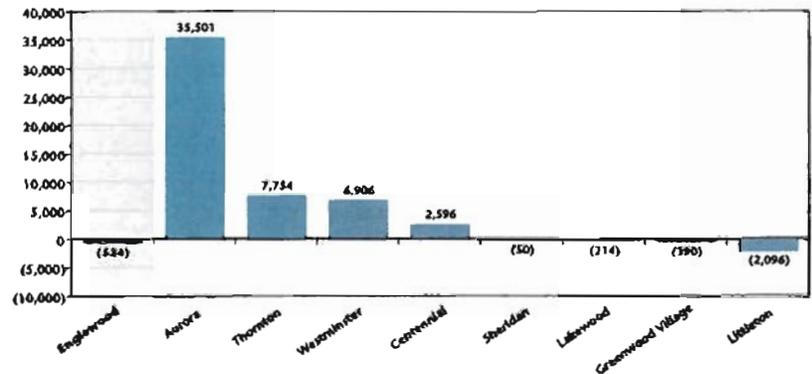
Source: Claritas

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## Demographic Summary



### Population Change, 2005 to 2010



- Englewood losing small amount of residents
- Aurora, Centennial, Northern suburbs gaining residents

Source: U.S. Census Bureau; Colorado Department of Local Affairs, Claritas

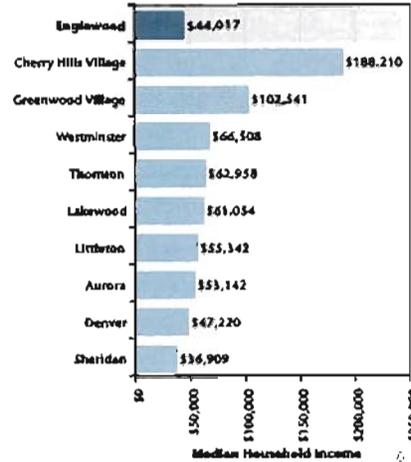
5



## Demographic Summary

- Englewood 2010 Median Household Income = \$44,000
- Average of Neighboring Cities = \$67,000

### Median Household Income, 2010

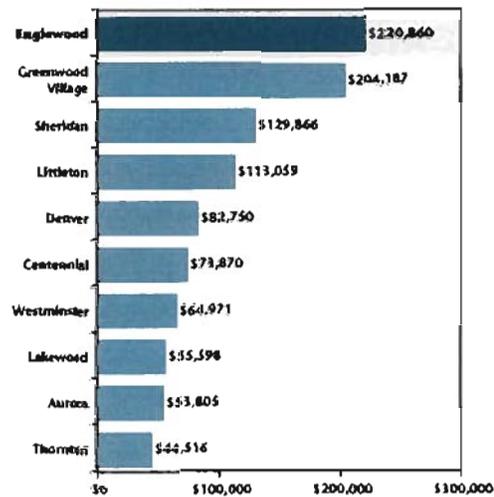


Source: U.S. Census Bureau; Census.

## Recent Retail Sales Performance

- Comparatively, Englewood has high retail sales per household

### Retail Sales Per Household, 2009

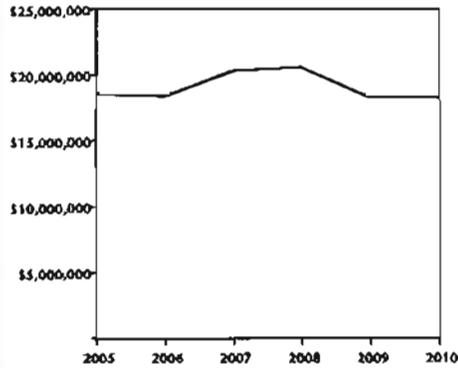


Source: Colorado Department of Local Affairs, Colorado Department of Revenue



## Recent Retail Sales Trends

**Total Sales Tax Revenue, City of Englewood, 2005-2010**



- 2010 Total Sales Tax slightly below 2005 level
- Includes "Outside city" sales tax

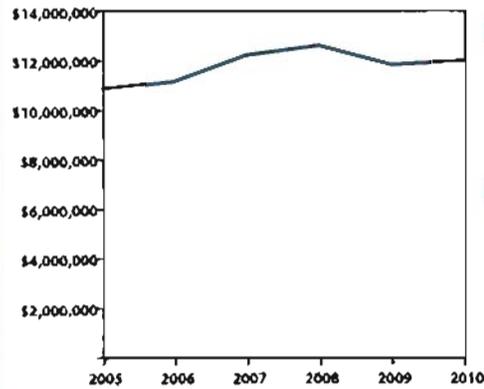
Source: City of Englewood

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## Recent Retail Performance

**"Inside City" Sales Tax, City of Englewood, 2005-2010**



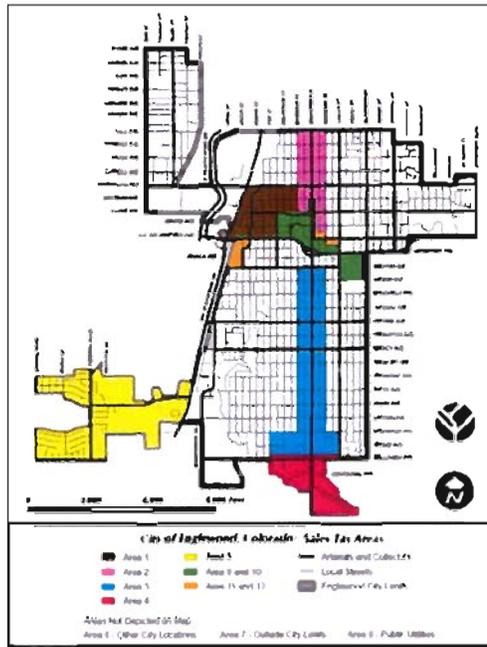
- Indicates most sales tax losses in "Outside city" category
- Internal sales are reasonably strong

Source: City of Englewood

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## Recent Retail Performance

- Englewood reports geographic sales tax data
- Roughly correspond with the retail study sites



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## Recent Retail Performance

Change in Sales Tax, by Area, 2005 to 2010



- Retail performance has been a mixed bag since 2005
- Change in EURA may account for share of downtown growth

Source: City of Englewood.

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## Demographic and Retail Summary

---

- Englewood is a moderate income community with little population growth
- Englewood enjoys relatively high sales tax per household
- “Inside city” sales tax is holding steady
- “Outside city” sales tax – 30 percent of all collections
- There is some retail growth downtown and along Broadway



## Retail Industry National Trends

---





## National Retail Trends

- **Recession reaction:**  
*“Entire industry has changed”*
  - Oversupply of space/rents declining
  - Corporate failures/no liquidity
  - Financing is difficult if not impossible
  - Industry consolidation and contraction
  - Consumer demand down
  - New retail development down
  - “Amazon is the healthiest retailer”

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## Emerging Retail Trends - Formats

- Shrinking big box footprint
- Internet sales: stores as showrooms – less inventory on-site
- Non-retail uses infiltrating malls and strip centers
- Traditional retail centers and strips transitioning to residential or mixed use
- Developers: Private equity and public funding more important than ever
- Fundamentals still apply: household income and convenience balances well-situated supply

15



## Emerging Retail Trends—Concepts

- Targeting consumer groups:**
  - Teens
  - Seniors
  - Ethnic groups
  - Lifestyles

---

- Off-price goods:**
  - Dollar stores
  - Value retail
  - Outlets

---

- Healthy fast-casual dining:**
  - Garbanzo
  - Modmarket
  - Tokyo Joe's
  - Chipotle
  - Panera Bread

---

- Site Fundamentals still apply:**
  - Convenience
  - Access
  - Visibility



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## Retail Formats



### ICSC SHOPPING CENTER CLASSIFICATIONS

Type of Shopping Center	Concept	Sq. Ft.	Acres	Typical Anchors		Anchor Ratio <sup>1</sup>	Primary Trade Area <sup>2</sup>
				Number	Type		
<b>MALLS</b>							
<b>Regional / Super Regional Center</b>	Similar to Regional Center but has more variety and assortment	400,000-800,000	40-120	2 or more	Full-line dept. store; jr. dept. store; mass merchant; fashion apparel	50-70%	5-25 miles
<b>OPEN-AIR CENTERS</b>							
<b>Strip center</b>	Convenience; specialty	20,000-80,000	2-10	2	N/A	N/A	3 miles
<b>Grocery-anchored center</b>	Convenience	10,000-130,000	1-15	1 or more	Supermarket	10-30%	3 miles
<b>Community center</b>	General Merchandise; Convenience	100,000-150,000	10-40	2 or more	Discount dept. store; supermarket; drug; home improvement	40-60%	3-6 miles
<b>Lifestyle center</b>	Upscale national chain specialty stores; dining and entertainment in outdoor settings	150,000-500,000	10-40	0-2	Large format specialty retailer; multi-plus domestic; small department store; as the anchor	0-50%	6-12 miles
<b>Power Center</b>	Category-dominant anchors; new retail tenants	250,000-600,000	25-80	3 or more	Category killer; home improvement; dept. store; warehouse club	75-90%	5-10 miles
<b>Theme / Festival Center</b>	Leisure; youth-oriented retail and service	80,000-250,000	5-20	N/A	Recreation; entertainment	N/A	N/A

1) Anchor Ratio: The share of a center's total square footage that is attributable to its anchors.

2) Primary Trade Area: The area from which 40 - 60% of the center's sales originate.

Source: International Council of Shopping Centers.

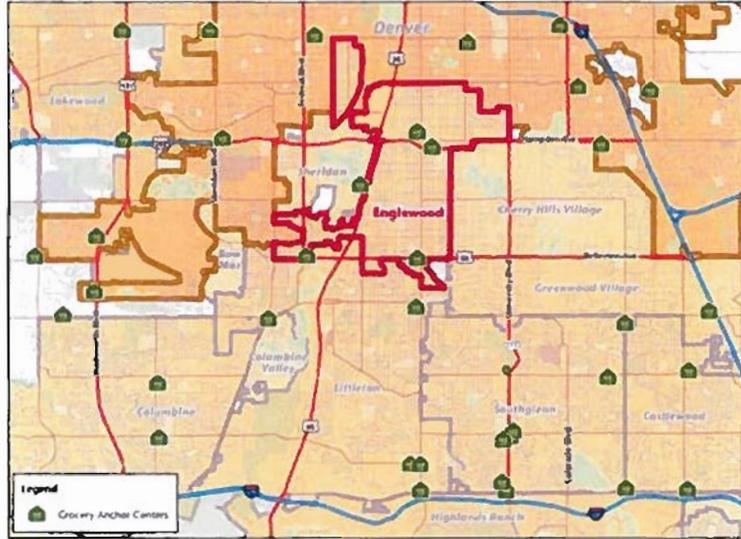
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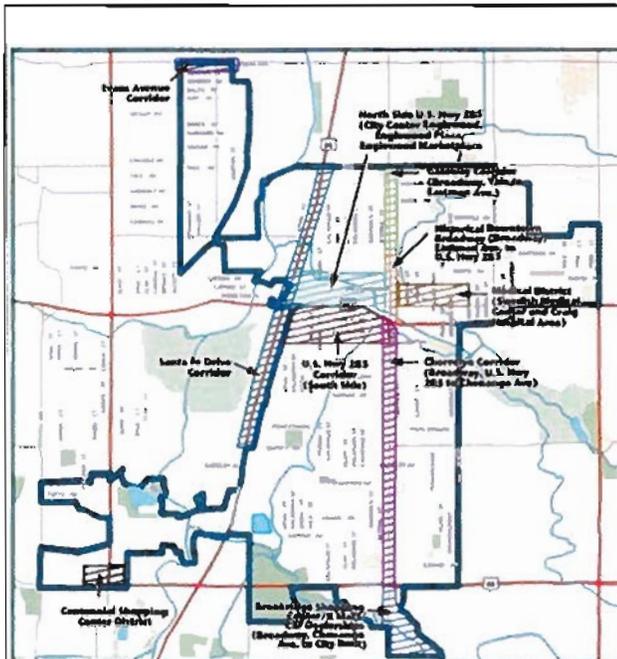
## Retail Context

### Grocery-anchored Centers

*Mature area means new retailers have to break existing patterns*



20



## Englewood Retail Study Sites

- Ten established or potential retail sites
- Mix of regional, grocery-anchored and strip centers

21



## Characteristics of Successful Retail Sites



### Category

<input checked="" type="checkbox"/>	<b>Visibility</b>	→	Is the site easily seen from nearby major roadways?
<input checked="" type="checkbox"/>	<b>Local</b>	→	Can motorists and pedestrians enter and exit the site freely and directly, or is access to the property restricted and indirect?
<input checked="" type="checkbox"/>	<b>Regional Access</b>	→	Can motorists easily get to this site by clear and uncongested roadways?
<input checked="" type="checkbox"/>	<b>Acresage</b>	→	Is the parcel large enough and of the right shape to accommodate the intended development? Is it too small?
<input checked="" type="checkbox"/>	<b>Topography</b>	→	Is the site level and free of natural barriers (i.e.; wetlands, streams, hills), or is significant grading required?
<input checked="" type="checkbox"/>	<b>Utilities</b>	→	Are utilities present on the site, or can utilities easily be extended to the site?
<input checked="" type="checkbox"/>	<b>Adjacent to Land Uses</b>	→	Are adjacent land uses at least comparable, and hopefully complementary, with the retail development?
<input checked="" type="checkbox"/>	<b>Demographics</b>	→	Is there adequate market in terms of households and income?
<input checked="" type="checkbox"/>	<b>Competition</b>	→	Is there a need for more retail, or is the trade area adequately served or saturated?

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## Site Analysis City Center—Englewood Area

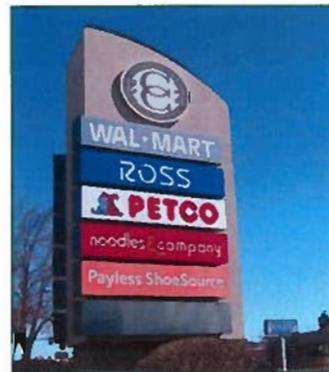


### Strengths

- Established shopping destination
- Strong anchor (Wal-Mart)
- Good access

### Weaknesses

- Visibility
- Lack of foot traffic
- River Point competition
- Congestion



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## Site Analysis South Side of US Highway 285



### ■ Strengths

- Walking distance from two office complexes
- Adjacent to major arterial road

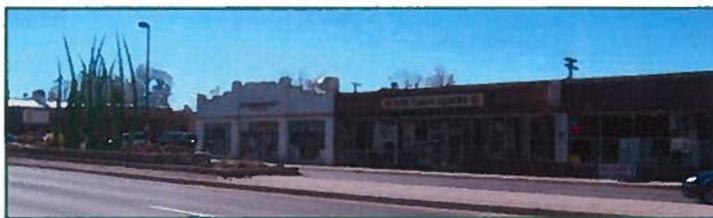
### ■ Weaknesses

- Awkward access from westbound U.S. Highway 285
- Splintered ownership
- Shallow lot depth

24



## Site Analysis Gateway Corridor



### ■ Strengths

- Some recent reinvestment
  - Cook properties, Bites restaurant
- Additional large site available spring 2011 (Funtastic Fun)
- High traffic counts
- Unobstructed visibility

### ■ Weaknesses

- Shallow lots
- Multiple owners
- Limited Access

25



## Site Analysis Downtown Broadway



### ■ Strengths

- Walkable, established retail corridor
- Development/redevelopment opportunities
- Excellent visibility
- Strong traffic counts

### ■ Weaknesses

- Some inactive ownership
- Small and shallow lots
- Multiple owners
- Limited access

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## Site Analysis Cherrelyn Corridor



### ■ Strengths

- Strong traffic counts
- Redevelopment opportunities – Flood Middle School, Hilltop Motel

### ■ Weaknesses

- Shallow lots
- Multiple owners
- Low value retailers
- Lack of retail synergy

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### Site Analysis

## Brookridge Shopping Center Area



#### ■ Strengths

- Recent reinvestment in Brookridge Shopping Center
- Large redevelopment opportunity – Kmart
- At major intersection
- Good access
- Strong visibility

#### ■ Weaknesses

- Redevelopment at Kmart site could be costly if scrape is required
- Limited retail synergy due to car dealerships
- Other retail sites could be more attractive

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### Site Analysis

## Medical District



#### ■ Strengths

- Daytime market – hospitals
- Healthcare oriented synergy

#### ■ Weaknesses

- Not on major arterial road
- Low traffic counts
- Likely opportunities for medical offices rather than retail
- Medical uses not strong retail driver

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### Site Analysis

## Centennial Shopping Center Area



#### Strengths

- Located on a peninsula – captures Littleton market
- King Soopers remodel – could spur inline demand
- Availability of adjacent land

#### Weaknesses

- Currently: low value inline tenants (but may change)

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### Site Analysis

## Santa Fe Drive Corridor



#### Strengths

- Major multi-modal transportation corridor
- Industrial sites available for redevelopment

#### Weaknesses

- Limited visibility on east side of Santa Fe
- Awkward access
- Multiple owners
- Irregular parcels
- Lack of retail synergy

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## Site Analysis Evans Avenue Corridor



### ■ Strengths

- Located on a peninsula – will capture Denver market
- Available vacant site

### ■ Weaknesses

- Challenging demographics
- No retail synergy with adjacent light industrial uses

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## Site Analysis Promising Retail Sites



- City Center Englewood
- Broadway – Gateway & Downtown
- Centennial Shopping Center
- Brookridge Area

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## Next Steps

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## Next Steps April and May

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- Focus on promising retail sites
- Developer interviews
- Test formats
- Examples of other community strategies for similar sites
- Test density changes — What's the appetite?
- Test public risk?



## Test Site Requirements

What formats can fit?

What are the barriers to site consolidation?

What retailers are experimenting with smaller format stores?



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## Public Sector Role in Urban Redevelopment



More



Less

- Urban Renewal
- Underwrite Catalyst Project
  - e.g.; Coors Field
- Investment in Infrastructure
  - Utilities
  - Streetscape
  - Parking
- Public Financial Support
  - Revenue sharing
- Special Entitlements/Inducements
  - Density bonus
  - Enterprise Zone
- Land Assemblage
  - Facilitation
- Indirect Stimulation
  - Promotion/marketing



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Apr. 11<sup>th</sup> 2011

**City of Englewood Administrative Policy Manual**

**Subject:** Use of City Mark, Flag, Emblem, Etc.

**Number:** 67

**04-04-11**

**Effective Date:** 01-01-85

\_\_\_\_\_  
**City Manager's Signature**

\_\_\_\_\_  
**Date**

**Revised:** 04-04-11

**PURPOSE**

To establish the use of the City mark, flag, emblem, etc.

**SCOPE**

All City employees.

**POLICY**

**Mark**

The City logotype, or "Mark", is an official symbol of the City of Englewood and has become an easily recognizable sign of municipal government. As such, the Mark suggests to the public official city premises, boundaries, or functions, and implies governmental sanction, sponsorship, or approval.

For this reason, use of the Mark should be limited to official city vehicles, buildings, uniforms, publications, documents, stationery, emblems, promotional materials, or other appropriate purposes as approved by the City Manager or City Council.

The City Mark should not be used on political or advertising material prepared or distributed by either non-profit or commercial organizations nor shall it be used for any other non-governmental purpose **unless otherwise authorized by City Council.**

Use of the City Mark should conform to the specifications ~~listed in the official logo handbook~~ **outlined in the "Use of City Logo" guidelines established by the City Manager's Office.**

**Flags**

The City of Englewood flag bears the City Mark and is to be treated in a similar manner to the logo itself. Flags may be flown at city-owned or shared facilities and buildings or used at official city-sponsored functions or in civic ceremonies. Flags may also be used at residences or at the headquarters of non-profit, educational, civic, or service organizations under the following conditions:

1. The facility should be located within the city limits.
2. Flags must be ordered and purchased by the individual or organization, with no cost accruing to the City.
3. The flag should be maintained in good repair and treated with respect.

## City of Englewood Administrative Policy Manual

City Council may, at its discretion, present a city flag to an individual or non-profit civic organization at city expense.

The flag should not be used to promote any commercial, political or profit-making enterprise, campaign, or organization.

### Other Items

At the discretion of the City Manager or City Council, items bearing the City Mark (e.g. badges, flags, plaques, paperweights, certificates) may be presented or distributed to honor, recognize, or greet individuals or organizations; to promote or enhance the image of the city; to symbolize friendship; and to foster cultural exchange. In instances where city officials distribute or present these items, the City will bear all costs.

If an individual or civic organization receives permission from the City Manager or City Council to distribute such items, the organization or individual will pay all costs. In no case shall such item be sold or resold for profit.

## MEMORANDUM



**TO:** City Council

**THROUGH:** Gary Sears, City Manager

**THROUGH:** Rick Kahm, Director of Public Works ✓

**FROM:** Dave Henderson, Engineering/Capital Projects Administrator ✓

**DATE:** April 6, 2011

**SUBJECT:** COUNCIL CHAMBERS PODIUM RELOCATION

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The following additional background information is attached to supplement last week's response to Council Request No. 11-062:

- Correspondence from David L. Adams Associates dated December 31, 2001 (see item 5 on page 3)
- Memorandum from Rick Kahm dated January 7, 2002
- Memorandum from Ken Ross dated December 1, 2003

Public Works staff will attend the April 11<sup>th</sup> Study Session to discuss the location of the podium in Council Chambers.

/lw

Attach.

# FAX TRANSMISSION



**DAVID L. ADAMS ASSOCIATES, INC.**  
 Consultants in Acoustics and Performing Arts Technologies

1701 Boulder Street  
 303-455-1900  
 Fax: 303-455-9187  
 E-mail: denver@dlaa.com

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<b>To:</b>	David Henderson, City of Englewood	<b>Date:</b>	December 31, 2001
<b>Co:</b>	Jim Johnson, Ceavco AV	<b>Number of pages (including this cover):</b>	12
<b>Fax #:</b>	303 783 6893 / 303 539-3401		
<b>From:</b>	Ed Logsdon	<b>Original Mailed</b>	Yes ___ No <u>X</u>
<b>Subject:</b>	Englewood Followup (DLAA Project No. 6456)		

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I attended a meeting at the City of Englewood Civic Center on December 18, 2001, at your request, to discuss current issues with the City Council Chambers AV system. The following items were discussed at the meeting:

1. The AV Contractor, Ceavco Audio Visual, completed the installation but now that the system has been in use there are items related to the AV control system touch panel menus which you desire to revise. The AV Contractor was issued a purchase order (PO) in May 2001 but the programming was never changed. The following is list of items that were requested to be revised per the PO:
  - a. A main screen with the City of Englewood logo should be created with two mode selections. One for COURT and the other for "MEETING". We recommend the word "meeting" rather than "city council" to cover both city council and planning commission meetings. This screen shall select a preset and menu appropriate for each function.
  - h. A submenu page should be provided for the volume control of the individual microphones when in the COURT or MEETING modes.
  - c. The recording zones should be revised as follows:
    - i. Channel 1 - Podium and 2 Attorney
    - ii. Channel 2 - Clerk and Staff
    - iii. Channel 3 - Mayor (Judge) and 4 Council Members
    - iv. Channel 4 - Council Members

FAX

December 31, 2001

Page 2

2. In addition to the items listed on the Purchase Order, the following changes are also desired by the City of Englewood:
  - a. A separate volume control, for the Podium microphone only, is needed on the Main control menu screen for both the COURT and MEETING modes.
  - b. The menu currently uses the color red to indicate something is on. The color should be changed to green or the wording "ON" and "OFF" should be used to clearly indicate the status of the equipment.
  - c. The System Power on/off control located at the Judge's position should be removed and replaced with a blank. If this button is accidentally depressed during an arraignment, the system will disconnect and shut down. REMOVE
  - d. The AV MUTE function used by the Judge should disable when exiting from the COURT mode. REMOVE
  - e. Remove the display select menu from COURT mode. Only the microwave link and camera control are needed.
  - f. Relabel the arraignment "MUTE" button to add "LIVE WHEN LIT". Also, REMOVE change the indicator light to green.
3. It was requested that we investigate whether or not the audio from video arraignments can be played over the ceiling loudspeakers in the room rather than just the TV monitor loudspeakers. I spoke with Jim Johnson at Ceavco AV on December 20, 2001 concerning this and the other system revisions. We request that they provide the revisions already authorized in the May 29, 2001 Purchase Order #520 as well as investigate the other changes noted above by way of coping this fax to them. The additional requests should be considered prior to executing already authorized software revisions.

**Based on the late response by the Contractor, we request they address the above ASAP. We are available to review menu revisions or other changes proposed by the Contractor as desired by the City of Englewood.**
4. The farside audio from the jail is not coming thru during arraignments. We recommended that the microwave link operation be checked. If it is operating properly then we suspect the problem is on the other end of the connection.

FAX

December 31, 2001

Page 3

5. The Podium microphone sounds unnatural and tends to feedback if the volume is raised. After reviewing the room, it is clear that the podium is located on the center-line of the room in the focal point of the barrel vault ceiling. During design, acoustical treatments were recommended for the ceiling but were later "value-engineered" out to meet the available budget. To correct the problems with the Podium microphone we recommend that the room ceiling be acoustically treated or the Podium be relocated off the center-line of the room. Treatment of the room is preferred as it will improve the performance of the Mayor's/Judge microphone which is also located on the center-line of the room.

The room ceiling can be treated by adding a 6 - 8 ft wide strip of acoustical material along the length of the room between the junction of the barrel vault and side HVAC soffit to approximately 6 to 8 feet towards the center of the room. The intent of the treatment is to reduce focusing of sound by the curved ceiling surface and decrease the reverberation time of the room. Attached is manufacturer's information concerning recommended acoustical treatments.

The alternative of moving the Podium location will require a new floor box. Attached is manufacturer's information for floor boxes which may be used. The floor box should be reviewed with the AV Contractor and possibly an Electrical Contractor prior to installation to coordinate requirements for re-connection of receptacles.

Please review the above information and let us know if you have any questions.

## *MEMORANDUM*

**TO:** Gary Sears, City Manager  
**FROM:** Rick Kahm, Capital Projects Director/Engineering Manager  
**DATE:** January 7, 2002  
**SUBJECT:** Council Chambers Audio System / Voting System

Staff has met with the Special Systems Engineer who originally designed the Audio/Visual system for Council Chambers. Our goal is to improve the audio functions and make the system more user friendly.

Mr. Ed Logsdon, David L. Adams Associates, reviewed the installation and function of our system as installed by Ceavco Audio Visual. Several programming changes are recommended to make the system easier for staff to operate. The programming changes include separate volume controls for each microphone. This will allow the City Clerk to set levels individually for each Council Member. Changes will be made to the recording zones to better identify and hear speakers from the taped recording. Other changes involve the look and operation of the Clerk's touch screen.

Mr. Logsdon also identified and explained the source of problems associated with the podium microphone. The podium is located directly under the center of the curved ceiling. The curved ceiling reflects the sound back to the center and causes the microphone to sound unnatural. This was demonstrated by standing at the podium without a microphone and hearing the echo of your own voice. Moving off the center-line eliminated the echo. Two potential solutions to this sound problem are being explored. The first is an acoustical treatment to the ceiling. This could also improve the Mayor/Judge microphone located on the center-line of the curved ceiling. The second solution being evaluated is to move the podium east in front of the City Clerk station. This might improve the sound as well as open up the center for presentations. Specific recommendations with cost estimates should be available within the next 2-3 weeks.

Two new voting display boards are being installed. Wiring is nearly complete and the new voting system should be operational by the City Council meeting on January 22, 2002.

# MEMORANDUM



TO: City Council

THROUGH: Gary Sears, City Manager

FROM: Ken Ross, Director of Public Works 

DATE: December 1, 2003

SUBJECT: AUDIO SYSTEM CONCERNS IN COUNCIL CHAMBERS AND COMMUNITY ROOM, COUNCIL REQUEST NO. 03-176

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Council Member Barrentine raised concerns regarding audience auditory levels during Council meetings. Staff checks out the system, as well as all the batteries in the lapel microphones, before every meeting.

Unfortunately, acoustics and sound quality enhancements lost out to architectural factors when the Council Chambers and the Community Room were designed. In the Community Room, we have implemented different seating arrangements to bring the audience closer to the table. Additionally, guest speakers are encouraged to sit so that they are facing the audience rather than with their backs to the audience when making their presentations.

In the Council Chambers, we are fighting a hard curved ceiling in a long narrow room that, by its very nature, causes sound to bounce crisply at certain angles, resulting in dead spots where hearing is difficult, or, in other spots, an echo effect. Initially, we had the podium dead center in the middle of the room, and because of the sound transmission patterns, it was actually very difficult for the mayor to hear a person speaking at the podium directly in front. So, as a result, we moved the podium to the side by the City Clerk, and have realized better results.

When we first opened the Civic Center, there was a microphone in front of each individual sitting on the dais. These microphones were not very effective because they had to be very directional in order to avoid feedback from the other microphones, and the speaker had to speak directly into the microphone to be heard. City Council felt this was very awkward, so we switched to the lapel microphones. In order to be effective, the lapel microphones must be worn within 9 inches of the individual's mouth.

Sometimes, individuals do not wear the lapel microphones because, even though they have every intention of picking up the microphone when called upon, they forget during "the heat of the moment", and, as a result, cannot be heard and understood by the audience. The system does not have the ability to adjust to these circumstances. Additionally, when a council member turns away from the lapel microphone to address a fellow council member, the microphone does not

pick up the conversation. Therefore, it is recommended that individuals sitting toward the outside of the dais attach their microphones on the lapel that is closest to the majority of their fellow council members. Unfortunately, this means that the people sitting near the center of the dais have to turn their body toward the individual they are talking to in order to be heard by the audience.

These solutions are not what anyone would call optimum, but, unfortunately, better solutions will entail re-engineering and a considerable investment in remodeling.

/lw

c: Jim Kavinsky  
Lou Ellis  
Bill Amack  
Mary White  
Roy Dye  
Leigh Ann Hoffhines



C I T Y O F E N G L E W O O D  
P O L I C E D E P A R T M E N T

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MEMORANDUM

TO: City Council  
Via City Manager Gary Sears

FROM: Thomas Vandermee, Chief of Police

DATE: April 6, 2011

SUBJECT: Colorado Department of Transportation  
Financial Assistance

In the coming weeks, the Police Department will be presenting to City Council a request to adopt a Bill for an Ordinance authorizing the Englewood Police Department to accept funding from the Colorado Department of Transportation (CDOT) in order to pursue projects related to traffic education and enforcement.

CDOT has solicited police departments throughout the State of Colorado, including the Englewood Police Department, to participate in programs throughout 2011 that encourage traffic education and enforcement. CDOT will reimburse these agencies for overtime hours spent on these projects. The projects the Police Department will be participating in are:

1. 2011 High Visibility Impaired Driving Enforcement Campaign: funding is \$4400.00
2. Motorcycle Awareness Training: funding is \$747.19
3. Click it or Ticket: funding is \$3000.00

The Impaired Driving Enforcement Campaign will involve a DUI saturation patrol conducted by the Police Department on three separate dates. The \$4,400.00 will reimburse the costs of overtime for off-duty officers assigned to the saturation patrols.

The \$747.19 will pay for one Public Education Class taught by one of our Traffic Officers to a group of citizens on the topic of Motorcycle Safety and the importance of wearing safety equipment. The money pays for the officer's time and for safety glasses and gloves to be provided to class participants.

The third project is the Click it or Ticket seat belt campaign. The money for this project pays the overtime costs for officers to conduct directed traffic enforcement for compliance with seat belt regulations.

Thomas E. Vandermee  
Chief of Police