Agenda for the
Regular Meeting of the
Englewood City Council
Tuesday, February 17, 2015
7:30 pm

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

1.   Call to Order.

2.   Invocation.

3.   Pledge of Allegiance.

4.   Roll Call.

5.   Consideration of Minutes of Previous Session.

6.   Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
   a.   James Jordan, an Englewood resident, will be present to address Council on the Englewood Fire Department options.

7.   Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

       Council Response to Public Comment.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.
8. Communications, Proclamations, and Appointments.
   a. Email from Brenidy Rice announcing her resignation from Keep Englewood Beautiful Commission.
   b. Approved minutes from the January 13, 2015 Library Board meeting accepting the verbal resignation of Stephanie McNutt.
   c. Email resignation from Andrea Mallen announcing her resignation from the Cultural Arts Commission.

9. Consent Agenda Items
   a. Approval of Ordinances on First Reading.
      i. Council Bill No. 3 – Recommendation from the Police Department to adopt a bill for an ordinance authorizing the application for and acceptance of the Victim Assistance Law Enforcement (VALE) grant funding for 2015 in the amount of $19,398.00. **Staff Source: Nancy Wenig, Victim Assistance Coordinator.**
   b. Approval of Ordinances on Second Reading.
   c. Resolutions and Motions.

10. Public Hearing Items. (None Scheduled)

11. Ordinances, Resolutions and Motions.
   a. Approval of Ordinances on First Reading.
      i. Council Bill No. 4 – Recommendation from the Municipal Court to adopt a bill for an ordinance authorizing the renewal of an intergovernmental agreement with the Department of Revenue, Division of Motor Vehicles, Title and Registration Section for the State of Colorado. **Staff Source: Tamara Wolfe, Court Administrator.**
      ii. Council Bill No. 6 - Recommendation from the Littleton/Englewood Wastewater Supervisory Committee to adopt a bill for an ordinance authorizing the renewal of an intergovernmental agreement with Colorado State University for a cooperative research project on the land application of wastewater biosolids to dryland wheat farming operations. **Staff Source: Stewart H. Fonda, Utilities Director and Jim Tallent, Treatment Division Manager.**
      iii. Council Bill No. 7 - Recommendation from the Utilities Department and the Littleton/Englewood Wastewater Supervisory Committee to adopt a bill for an ordinance authorizing the renewal of an intergovernmental agreement for joint funding with the U.S. Geological Survey for two gauging stations and one monitoring station. **Staff Source: Stewart H. Fonda, Director of Utilities and Jim Tallent, Treatment Division Manager.**
b. Approval of Ordinances on Second Reading.

c. Resolutions and Motions.

i. Recommendation from the Finance and Administrative Services Department to approve a resolution setting wages for non-union employees in 2015. **Staff Source: Frank Gryglewicz, Finance and Administrative Services Director.**

ii. Recommendation from the Community Development Department to approve a resolution authorizing the assignment of the LCP Oxford, LLC Redevelopment Assistance Agreement to Oxford Station Investors, LLC. **Staff Source: Alan White, Community Development Director.**

iii. Recommendation from the Public Works Department to approve a resolution authorizing the sole-source purchase of an Arctic Shark from Macdonald Equipment Company in the amount of $32,265.00. **Staff Source: Rick Kahm, Public Works Director and Brad Hagan, Streets Manager.**

12. General Discussion.

a. Mayor’s Choice.

b. Council Members’ Choice.

i. A resolution authorizing wage and benefit adjustments for the City Attorney.


15. Adjournment.
Hi Audra,

I need to let you know I can't make the meeting. I feel like it is best for me to step down in order to allow someone else to fill the position that is able to fully participate. Thank you for all the work you do.

Brenidy
Call To Order/Roll Call

Chair Mark Adams called the meeting to order at 7:00 p.m.

PRESENT: Mark Adams, Melissa Izzo, Chad Glover (Youth Member), Jill Wilson (Englewood City Council member), Michael Buchanan, Duane Tucker (School Board Liaison), Amy Martinez, Philippe Ernewein

ABSENT: Julie Grazulis (excused), Stephanie McNutt (excused), Michelle Mayer (excused)

Also Present: Dorothy Hargrove, Director of Library Services, and Jon Solomon, Recording Secretary

Old Business

Approval of Official Minutes from regular meeting of December 9, 2014:

15-1 - That the minutes of the meeting of December 9, 2014 be approved as presented.

Moved by: Mr. Buchanan
Seconded by: Mr. Glover
The Motion passed unanimously.

Monthly Statistical and Financial Report:

Ms. Hargrove explained that the City anticipates about 20K in revenue from the library, and last year the library had approximately 37K in revenue. Mr. Adams noted that Hampden Hall use is very good and continues to grow. Ms. Hargrove pointed out that use of digital materials continues to show steady growth. Mr. Adams expressed the benefit of the library’s membership in Marmot as overall usage (holds, circulation, etc.) continues to grow.

Other Old Business:

Patron Code of Conduct – Ms. Hargrove handed out the revised patron code of conduct, noting the primary change of how many, and the general size of personal possessions that can be brought into the library. Ms. Hargrove explained that the impetus for the change was through discussions with Englewood Police and others to control the number of items brought in, with safety being the primary concern (e.g. belongings placed on the floor in the way of others walking through, etc.). There were enough problems that the policy needed clarification in order to better monitor and control. The City Attorney recommended adding the dimensions, which is similar to other libraries in the area. Mr. Adams offered that the language made perfect sense, and wouldn’t change anything. Mr. Adams then recommended that the board endorse the policy with the recommended updates.

15-2 – That the board endorse the revised Patron Code of Conduct.
Moved by Ms. Martinez
Seconded by: Mr. Ernewein
The motion passed unanimously

New art piece – all attendees proceeded to the Children’s area where the new art piece donated by the Cultural Arts Commission is now displayed. It is entitled “The Team” and was created by Colorado artist Mr. Donald Mitchell. Ms. Hargrove shared that the plaque to be placed on the wall by the display will be purchased soon. A photo was taken of everyone with the new art piece.

Strategic Plan – Ms. Hargrove handed out the library’s 2014 Annual Report and strategic plan. At this time, Ms. Hargrove also handed out gifts of thanks and appreciation for their service on the library board to departing members: Mark Adams, Michael Buchanan, and Philippe Ernewein. Mr. Tucker asked about the process for new membership and leadership as the board now has vacancies, including a chairperson. Ms. Hargrove explained the City’s application process, and that the library board had one applicant. No new membership can be considered again until May when the application process opens again. Existing and any new members at next month’s meeting will need to elect a chair and vice-chair. The group then discussed the departure of Stephanie McNutt, and as a written resignation has not yet been received despite repeated requests, the members agreed and made a motion to consider Ms. McNutt’s verbal resignation as official so that the position on the board can be considered vacant.

15-3 – That the board considers Ms. McNutt’s verbal resignation official and that her position be officially declared vacant as of January 13, 2015.

Moved by Mr. Adams
Seconded by Ms. Izzo
The motion passed unanimously

Ms. Hargrove presented the final draft of the 2015-2016 strategic plan. She also reminded the group of the structure of the mission and vision statements as set forth by the City. Ms. Hargrove pointed out initiative number 2 (Collections, services, events and library spaces reflect what our community needs, where and when it is most convenient), expressing excitement towards meeting this goal, particularly as a library staff member who recently started a library science master’s program, intends to incorporate this goal into her coursework. Mr. Tucker asked Ms. Hargrove if the initiatives were in priority order, and if not posed the question as to whether they should. Mr. Buchanan expressed that he felt initiative number 2 would really be listed first if the initiatives were in priority order. Ms. Hargrove agreed and offered to change the order of the initiatives. Ms. Hargrove then thanked the group for all their efforts over the last few months in working on the strategic plan, and also offered to send the City’s full vision statement to everyone.

15-4 – That the board endorse the 2015/16 Strategic Plan as amended.

Moved by Ms. Martinez
Seconded by Ms. Izzo
The motion passed unanimously

New Business

Library Board Chairperson’s Report: Mr. Adams thanked everyone for all their time and effort over the years, and felt genuinely proud to have been on the board, hoping he can do it again sometime down
Library Director's Report: Ms. Hargrove talked about a visit she and Mr. Solomon made to Englewood High School to meet the coordinator of the TIES program, a group of developmentally disabled older teens who work on transitioning out of school, working on basic life skills. The library will be partnering with this program, having 2 students come work at the library for a few hours twice per week.

Mr. Solomon described a new digital service the library recently subscribed to called Hoopla, which offers streaming movies/tv, music, and audiobooks. It has become a very popular service for libraries, and he believes the Englewood community will quickly take a liking to it and enjoy the great content offered.

Ms. Hargrove announced that the new Children's Librarian (Kimberly Powers) began her position on January 5, and that the library hopes to have a new full-time Adult Services Librarian on board towards the end of the month.

Other New Business

Ms. Martinez as for clarification on the new board member process, which Ms. Hargrove and Ms. Wilson explained.

Members' Choice

Members shared updates on their personal and professional activities. Mr. Tucker offered that there will be a tour of the new High School/Middle School on February 7, and hopes everyone can attend. There being no further business, the meeting was adjourned at 8:09 pm.

The next regular Board meeting is scheduled for February 10, 2015 at 7:00 in the Board room.

/s/ J. Solomon
Recording Secretary
Subject: FW: Andrea Mallen Resignation from CAC

---------- Forwarded message ----------
From: Andrea Mallen
Date: Tue, Feb 3, 2015 at 12:44 PM
Subject: In our best interest . . .
To: Amy Martinez <amymartinez@arman.com>
Cc: Martha Kirkpatrick <

Hello Amy-
I am writing to submit my resignation from membership on the Englewood Cultural Arts Commission effective immediately. I hate doing this, however I have over-extended myself to a point that I can’t feel committed to doing the kind of work and support that I know the committee needs at this time. I have some severe spinal issues that I am really focused on with several rehab appointments each week and, of course, other boards/club committees I serve on - and then in between I’m trying to be an ‘artist’!
So, I hope you will understand my decision and my good wishes for the Commission. After 6 months of being involved I can see you all have great opportunities ahead and a good team in place.
Thank you so much for including me on the commission and providing a better understanding of all the great art items we have for our community.

Best Regards,

'Andy Mallen

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canvascanines.com
COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has previously approved Victim Assistance and Law Enforcement (VALE) grants from 1990-2014.

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance authorizing the Police Department to apply for and accept funding in the amount of $19,398.00 from the 2015 VALE Grant.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The VALE Grant finances approximately 40% of the salary for the Victim Witness Advocate position which is assigned to the Englewood Municipal Court. The Victim Witness Advocate provides services for victims of domestic violence.

FINANCIAL IMPACT

The VALE Grant will fund $19,398.00 towards the Victim Advocate position.

The funding for the VALE grant program comes from fees that are collected by courts in the 18th Judicial District.

LIST OF ATTACHMENTS

2015 VALE Grant Application
BY AUTHORITY

ORDINANCE NO. ___ COUNCIL BILL NO. 3
SERIES OF 2015 INTRODUCED BY COUNCIL
MEMBER __________

A BILL FOR

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

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

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

WHEREAS, the Englewood City Council authorized the 2014 VALE Grant acceptance by the passage of Ordinance No. 8, 2014; and

WHEREAS, the staff seeks Council approval of an Ordinance authorizing the application for and, if granted the acceptance of a 2015 VALE grant in the amount of $19,398.00, for the period of July 1st, 2015 to June 30th, 2016.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the application for and acceptance of the VALE Grant and accompanying intergovernmental agreement, a copy of which is marked as "Exhibit A" and attached hereto.

Section 2. The Mayor is hereby authorized to sign said VALE Grant and accompanying intergovernmental agreement on behalf of the City of Englewood.

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

Introduced, read in full, and passed on first reading on the 17th day of February, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of February, 2015.
Published as a Bill for an Ordinance on the City’s official website beginning on the 18th day of February, 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 a Bill for an Ordinance introduced, read in full, and passed on first reading on the 17th day of February, 2015.

Loucrishia A. Ellis
VICTIM ASSISTANCE AND LAW ENFORCEMENT
GRANT APPLICATION
18th Judicial District
6450 S Revere Pkwy
Centennial, CO 80111
(720) 874-8608

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

I. APPLICANT AGENCY ____________________________ Englewood Police Department

II. PROJECT TITLE ______________________________ Victim/Witness Advocate
    Project Director ____________________________ Nancy Woenig
    Phone ______________________________________ 303-762-2452
    Fax ________________________________________ 303-783-6902
    Address ____________________________________ 3615 S. Elati St Englewood, CO 80110
    E-mail: ________________

III. AMOUNT REQUESTED ________________________ $19,398.00

IV. NON-PROFIT STATUS: ______ Yes  x____ No ______ In Progress
    Tax ID Number ____________________________________________

    GOVERNMENT AGENCY:  x____ YES ______ NO

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

APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED
(10/2009)
SECTION A: PROJECT CONCEPT/DESIGN

1. Description of the applicant agency:

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

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

   Englewood Victim Assistance provides the Victim/Witness Advocate to assist victims of domestic violence for the Englewood Municipal Court. This position is currently held by Nicole Maynard.

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

   The Victim/Witness Advocate for the Englewood Municipal Court will provide support for victims of domestic violence through the Court process. The position also ensures that victims are informed of their Rights under the Victim Right’s Act and assists in providing those Rights. During the period from July 1, 2013 to June 30, 2014 there were 250 victims of domestic violence served in the Municipal Court. The Victim/Witness Advocate assists victims at arraignments, penalty hearings, probation reviews, motions hearings, show cause hearings, and trials. Ms. Maynard also contacted victims through telephone calls, personal appointments, and letters. These contacts are to answer questions, inform victims of their Rights, and to discuss needs. We expect the need for services to remain the same, or increase, for this upcoming Grant cycle.

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

   • To provide a Victim/Witness position to ensure support for victims of domestic violence through the Court process according to the standards set forth in the Victim Rights Act.
   • To ensure that victims in the Englewood Municipal Court are informed of their Rights under the Victim Rights Act.
   • To provide follow-up with victims after Court.
   • To educate victims of the dynamics of domestic violence.
   • To provide referrals to appropriate community resources such as Victim Compensation, counseling, legal or financial assistance.
   • To maintain contact with agencies or individuals such as Victim Compensation, Interfaith Task Force, Human Services, shelters and therapists to maintain up-to-date resources available to the victim.
   • To work closely with the probation officer to be sure that the goals of therapy are being met and the needs of the victim are being considered.
(Section A question 4. A. continued)

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

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

Our timeline is ongoing.

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

There has been a lot of staff turnover in the Municipal Clerk’s Office. This has made receiving timely notification of Court procedure more difficult. The Victim Assistance program has made a considerable effort to provide education and training to the new staff. We anticipate that there will be times that the Advocate will not be notified of hearings or change in status. In order to be kept best involved, we will be reviewing the docket more frequently in an effort to keep apprised of the status of cases.

B. How do you plan to resolve these problems?

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

SECTION B: SERVICE INFORMATION

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

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

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

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

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

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

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

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

From July 1, 2013 to June 30, 2014, there were 78 new victims and 250 total victims served in the Municipal Court as documented by Court records. The Victim/Witness Advocate attempts to contact all those whose lives are impacted by domestic violence, identified by either offense reports or incident reports. During this time period, Ms. Maynard contacted 124 people affected by domestic violence outside of the Court process. These victims made contact with the Police Department and the incident did not rise to the level of an arrest; however, services were offered to these victims. Historically, these numbers remain similar and we anticipate the same level of need for the upcoming Grant cycle.

B. What number of people are currently being served in the 18th Judicial District and how? (Identify source of information.) Explain how you report client numbers and service numbers.
At present, there are approximately 255 domestic violence cases active in the Municipal Court and approximately 115 victims being served from 2014 and previous years. Each month, approximately 10 cases are finalized; hence, the number of active cases is constantly changing. Ms. Maynard keeps a written record of all client contacts. At any point during the case, a victim may require notification or intervention. There are approximately 15 to 20 new cases each month.

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

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

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

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

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

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

4. Define the management plan for the program/project. Identify specifically who will:
   • be responsible for daily operations
   • be accountable for the expenditure of grant funds.
   • Include the resume of program/project administrator

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

5. In compliance with the American Disability Act (ADA) on providing access, how does your agency provide accommodations for crime victims or victim service providers?
The Englewood Municipal Court is fully accessible to persons with disabilities. We collaborate with other service providers to address all areas of disability.

SECTION C: EVALUATION INFORMATION

1. How will you evaluate whether or not this project has met its stated goals and objectives? Explain how you evaluate the following:
   • Process Evaluation – Did the program meet the project goals and objectives?
   • Outcome/Impact Evaluation – Did the program achieve the stated outcomes or behavioral changes? How did the delivery of services improve the life situation of your clients?
   • Overall agency success – How do you measure if your agency is “doing its job” well?

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

   **Outcome Evaluation:** Our goal is to provide safety and support for victims of domestic violence as well as to educate victims of the Court process and services available. One measure of success is the rate of acceptance of Victim Compensation applications for counseling. In 2014, 73 victims contacted at arraignment took applications for Victim Compensation. We constantly encourage victims to participate in counseling. We hope our efforts to encourage counseling for victims will help them recover. It is difficult to quantify this measure of success. It is noted, however, that many victims contact the Advocate months or years later when facing a separate life crisis. It is a measure of success that the victim feels safe contacting Ms. Maynard to receive counseling, advice, and knowledge of systems even after the case is final.

   **Overall agency success:** Our relationship with the City Attorney and Judge is excellent. The process with which victims move through the Court process is efficient and informative. Survey reports and follow up phone calls reflect a positive experience in the Court. Victims are encouraged to keep in contact with Ms. Maynard to work through any rough spots in their recovery. If a victim has a concern or complaint at any time during the process, it is immediately staffed between Ms. Maynard and Ms. Wenig. The concern is then addressed where the problem is concerned. This may be with Court, Prosecution, or Victim/Witness procedures and the solution is always victim-centered and allows the victim to have a voice in the process.

SECTION D: CONSTITUTIONAL AMENDMENT

1. A. Define how this program/project will address the guidelines for assuring the rights of victims and witnesses as outlined in the Victim Rights Act (Section 24-4.1-302.5 C.R.S.). List specific services to be provided.
Each victim is given a brochure at the arraignment, which outlines Victim's Rights. These Rights are reviewed by the Victim/Witness Advocate periodically to determine the victim's comprehension of these Rights.

- Victims are informed of each stage of his/her case.
- No plea agreement is made with the defendant without consulting the victim.

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

The legislative intent is to assure that all victims of and witnesses to crime are honored and protected by law enforcement agencies in a manner no less vigorous than the protection afforded criminal defendants.

- The Victim/Witness Advocate ensures compliance with the guideline listed for assuring these Rights to victims of domestic violence in the Municipal Court.
- Englewood Police Department has made a clear effort to provide victims with the services entitled to them by the Victim Bill of Rights. The Court program addresses all of these rights including: the right to be present and informed of critical stages in Court, to be heard at Court proceedings, and to confer with the prosecuting attorney prior to disposition.
- The victim is asked if restitution is requested and is offered services such as financial or legal help, shelters, or Victim Compensation.
- The Victim/Witness Advocate has a private office and waiting room at Court so that the victim is assured of safety and privacy before Court proceedings.

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

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

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

What is the approximate number of clients who receive notifications made by your agency each year? (N= # of clients)
There were approximately 324 victims contacted by the Victim/Witness Advocate from July 1, 2013 to June 30, 2014. These victims had cases in various stages of resolution, each needing information on the status of the case as well as other information pertinent to the victim’s needs, e.g. property return, Victim Compensation information, etc.

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

Each victim has on average 5 contacts with the Victim/Witness Advocate during the course of the case in Court. With approximately 78 new victims in this time period, this equals 390 contacts with victims in person, by phone, and by letter. Ms. Maynard also contacts victims who have made a police report that does not result in charges filed to assess safety, review Rights, and provide resources and support. These additional contacts are not reflected in these numbers.

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

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

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

Each volunteer and staff member has received the Colorado Guidelines for Assuring the Rights of Victims of and Witnesses to Crimes. The volunteers have discussed this report as well as the Victim’s Rights Brochure at meetings and are instructed to give the brochure to victims when appropriate on calls and to answer any questions regarding these Rights. All Police and Fire personnel were trained on Victim Rights during the in-service academy in April 2013.

Date of last training: __April 2014__
Training provide by: __Nancy Wenig__

What percent of your staff attended the above training?

100%

5. Are any of the services provided by your agency eligible for Crime Victim Compensation reimbursement? _______ Yes  x____ No
Is so, list services:

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

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

Date of last training: November 2014
Training provided by: Nancy Wenig

SECTION E: ADDITIONAL COMMENTS

Nicole Maynard was hired as the Victim/Witness Advocate in May of 2008. Since that time, Ms. Maynard has immersed herself in the work of advocating against domestic violence. She has gained experience by attending various and multiple trainings throughout the State to maintain current best practices. This allows her to provide excellent advocacy to victims in court. Attached is a list of training for Ms. Maynard in 2013.
SECTION F: BUDGET SUMMARY/FINANCIAL INFORMATION

1. Total amount of VALE funds requested: $ 19,398.00

2. Will the amount requested provide full funding for the project? ___ Yes ___ x No
   If no, please identify other funding sources and amounts received within the past two years.
   Do not include other VALE funding. Please also include other pending grants.
   
<table>
<thead>
<tr>
<th>Source</th>
<th>Date of Award</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Englewood</td>
<td></td>
<td>$29,098.05</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Are you currently receiving VALE funding? ___ x Yes ___ No
   If yes, please identify the Judicial District and the amount requested and received. Include
   current year funding from the 18th Judicial District.
   
<table>
<thead>
<tr>
<th>Date of Award</th>
<th>District</th>
<th>Amount Requested</th>
<th>Amount Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2013</td>
<td>18th</td>
<td>$18,507.00</td>
<td>$18,507.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Will you be applying to other VALE Boards for funding? ___ Yes ___ x No
   If yes, please identify the Judicial District and the amount requested.
   
<table>
<thead>
<tr>
<th>Date of Request</th>
<th>District</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Does your agency receive victim assistance funding through the use of a municipal
   surcharge? If yes, you must provide specific documentation outlining your agency's
   surcharge intake for the last two fiscal years and detailing how these funds were distributed.
   
   The program has not historically been able to secure Municipal funding. We are in a
   unique position within the State because we have the only elected Municipal Judge, Judge
   Vincent Atencio. However, this past year, we approached Judge Atencio again and he
   granted a domestic violence fee of $50.00 to be assessed on each case involving a
   domestic violence disposition. Judge Atencio began assessing the fee in July of this year.
   The Court has collected $400.00 thus far. Please find documentation attached. None of
   these monies have been spent. When assessing the fee, Judge Atencio indicated that the
   program may use it to benefit victims of domestic violence or to offset costs of the program.
   There are not enough funds to supplement salary at this point. The fund depends on
   payment from defendants and will most likely not see a significant balance for some time.

6. If an increased amount of funding over this year's grant award is being requested, please
   provide written justification. Substantiate or quantify factually or with other supportive
   documentation.
   
   The amount we are requesting is an increase from previous Grant requests due to
   increased employee costs and a continued decline in revenues.
7. Anticipated client fees *if any*, from this project: $N/A

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

   No volunteer hours contribute to this program.

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

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

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

    The City of Englewood is committed to the Victim/Witness Program in the Municipal Court. The City is willing to provide the difference in the total cost of the program. The City of Englewood has been responsible in assuming their share of successful programs when it is financially able.
The applicant assures that the following signatories and all staff and volunteers assigned to this project have read and understand the rights afforded to crime victims pursuant to section 24-4.1-302.5 C.R.S. and the services delineated pursuant to sections 24-4.1-303 C.R.S. and 23-4.1-304 C.R.S.

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

Nancy Wenig  
Typed Name of Project Director

Signature  Project Director's

Chief John Collins  
Typed Name of Agency Director

Signature, Agency Director

Frank Gryglewicz  
Typed Name of Financial Officer

Signature, Financial Officer

Randy P Penn  
Typed Name of Authorized Official

Signature Authorized Official

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

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

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

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

Date: Agenda Item: Subject:
February 17, 2015 11 a i Intergovernmental Agreement with State of Colorado, Department of Revenue, Division of Motor Vehicles, Titles and Registration Section

Initiated By: Staff Source:
Municipal Court Tamara Wolfe, Court Administrator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council requests all departments use the most cost effective and efficient means to execute daily tasks. This is a renewal agreement with the State of Colorado to obtain ownership information electronically on vehicle license plate numbers associated with parking tickets.

RECOMMENDED ACTION

Staff recommends Council adopt a Bill for an Ordinance authorizing an Intergovernmental Agreement (IGA) with the State of Colorado for updates from the Colorado State Title and Registration System.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This IGA is an on-going agreement with the State. The Court has been doing the electronic file transfer of vehicle ownership information since 2008. The State has changed their file transfer protocols and therefore the electronic parameters in the transfer process need to be updated in order to be able to again securely send and receive files. This is the only requested change to the parking interface with the State but a new IGA that acknowledges the new requirements is required.

FINANCIAL IMPACT

None. There is no cost for this electronic interface with the State.

LIST OF ATTACHMENTS

Bill for an Ordinance
BY AUTHORITY

ORDINANCE NO. SERIES OF 2015
COUNCIL BILL NO. 4
INTRODUCED BY COUNCIL MEMBER __________

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO, DIVISION OF MOTOR VEHICLES REGARDING THE SHARING OF VEHICLE OWNERSHIP INFORMATION.

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, Vehicle ownership information associated with vehicle license plates is necessary for the enforcement and collection of parking tickets; and

WHEREAS, the most cost effective way to acquire this information is electronically from the state’s Division of Motor Vehicles; and

WHEREAS, the Division of Motor Vehicles is willing to share that information with the Municipal Court by electronic transfer of information; and

WHEREAS, the Division of Motor Vehicles does not charge the Municipal Court for access to this information.

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 approves the Intergovernmental Agreement with the State of Colorado, Division of Motor Vehicles, attached hereto as Exhibit A.

Section 2. The Mayor is hereby authorized to sign the Ordinance and intergovernmental agreement and the Court Administrator is authorized to sign the Records Request on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 17th day of February, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 19th day of February, 2015.
Published as a Bill for an Ordinance on the City’s official website beginning on the 18th day of February, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 17th day of February, 2015.

Loucrishia A. Ellis
STATE OF COLORADO
Colorado Department of Revenue
Division of Motor Vehicles, Titles and Registration Section
INTERGOVERNMENTAL AGREEMENT
with
City of Englewood

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EXHIBIT A: STATEMENT OF WORK
EXHIBIT B: DOR STATEMENT OF CONFIDENTIALITY
EXHIBIT C: BULK RECORDS REQUEST RELEASE AND AFFIDAVIT OF INTENDED USE

1. PARTIES
This Intergovernmental Agreement (hereinafter called Agreement) is entered into by and between the Colorado Department of Revenue, Division of Motor Vehicles, Titles and Registration Section (DOR or State), and the City of Englewood (COE or Contractor) who may collectively be called the “Parties” and individually a “Party”.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY
This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the Effective Date), but shall be effective and enforceable thereafter in accordance with its provisions.

3. RECITALS
A. Authority, Appropriation, And Approval
Authority to enter into this Agreement exists in and funds have been budgeted, appropriated and otherwise made, and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration
The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose
As authorized in 42-1-206 (3.7) C.R.S., DOR shall provide APD limited motor vehicle registration electronic information, in order to aid APD in the enforcement of parking regulations.
4. TERM

A. Term—Work Commencement
The Parties respective performances under this Agreement shall commence on the later of the Effective Date or January 1, 2014. This Agreement shall terminate on December 31, 2018 unless sooner terminated or further extended as specified elsewhere herein. Either Party may terminate this Agreement by giving the other Party thirty (30) days prior written notice setting forth the date of termination. Upon termination the liabilities of the Parties for future performance hereunder shall cease, but the Parties shall perform their respective obligations up to the date of termination.

B. Two Month Extension
DOR, at its sole discretion upon written notice to COB as provided in Section 10, may unilaterally extend the term of this Agreement for a period not to exceed two months if the Parties are negotiating a replacement agreement (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Agreement in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two month extension shall immediately terminate when and if a replacement agreement is approved and signed by the State Controller.

5. STATEMENT OF WORK

A. Work
DOR will complete the Work and its other obligations as described herein and in the “Statement of Work”, attached and incorporated herein as Exhibit A. DOR shall not be liable to compensate COB for any Work performed prior to the Effective Date or after the termination of this Agreement.

B. Goods and Services
COB shall procure goods and services necessary to complete its obligations. Such procurement shall be accomplished using Agreement Funds and shall not increase the maximum amount payable hereunder by DOR.

6. NO COST AGREEMENT
There shall be no cost or charges whatsoever to DOR pursuant to this Agreement. DOR has no financial obligation to COB for any goods or services provided by this Agreement. DOR shall have no liability whatsoever for payment of any COB costs associated with the implementation or continued operation of this Agreement, including but not limited to post-audit costs, costs of computer hardware, software, services, subcontracted services, personnel, networks, State audits, licenses, transportation, mileage, travel, insurance, bonds or administration.

7. RECORDS—MAINTENANCE AND INSPECTION

A. Maintenance
During the term of this Agreement and for a period terminating upon the later of (i) the five year anniversary of the final payment under this Agreement or (ii) the resolution of any pending Agreement matters (the “Record Retention Period”), each Party shall maintain, and allow inspection and monitoring by the other Party, and any other duly authorized agent of a governmental agency, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the work or the delivery of services or goods hereunder.

B. Inspection
DOR shall have the right to inspect COB’s performance at all reasonable times and places during the term of this Agreement. COB shall permit DOR, and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this Agreement, to audit, inspect, examine, excerpt, copy and/or transcribe COB’s records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by DOR shall not unduly interfere with COB’s performance hereunder.
8. CONFIDENTIAL INFORMATION-STATE RECORDS

All COE employees, participating members or subcontractors handling, processing or having access to the information, files or documents shall read, understand and affirm Exhibit B, “Statement of Confidentiality”, attached and incorporated herein, by affixing his/her signature and submitted the signed statements to COE. These statement shall be maintained by COE and made available to DOR upon DOR’s request. As required by C.R.S. 42-1-208 and C.R.S. 24-72-204, COE has signed and submitted Exhibit C, “Bulk Records Request Release and Affidavit of Intended Use”, attached and incorporated herein.

COE shall comply with the provisions of this Section 8 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

A. Confidentiality

COE shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of COE shall be immediately forwarded to the State’s principal representative.

B. Notification

COE shall notify its agent, employees, subcontractors or assignees that may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by COE, its subcontractors, or their respective employees or agents in any way, except as authorized by this Agreement, or approved in writing by the DOR. COE shall provide and maintain a secure environment that ensures confidentiality of all DOR records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by COE or its agents, except as permitted in this Agreement, or approved in writing by the DOR. All confidential information, DOR data of any kind shall be stored, processed, or transferred only in or to facilities located within the United States.

D. Protection

If COE or any of its subcontractors provides physical or logistical storage, processing or transmissions of confidential information or sensitive DOR data, COE shall provide, and shall cause its subcontractors to provide, physical and logical protection for DOR hardware, software, applications and data that meet or exceed industry standards and requirements as set forth in this Agreement. COE shall provide the DOR with access, subject to COE’s reasonable access security requirements, seven (7) days a week, twenty-four (24) hours a day, for the purpose of inspecting and monitoring access and use of DOR data, maintaining DOR systems, and evaluating physical and logical security control effectiveness.

COE, if it retains, stores, or is given protected or confidential information, at all times shall maintain, and shall cause its subcontractors to maintain, network, system, and application security, which includes network firewalls, intrusion detection, and annual security testing.

Neither COE nor its subcontractors shall have any rights to use or access any DOR or other State agency data or information, except with the prior written approval of the DOR. COE shall review, on a semi-annual basis, the Colorado Cyber Security Program (CCSP), posted at http://www.colorado.gov/cs/Satellite/Cyber/CS10/1207820732279, and its related documents, including its policies and procedures to ensure compliance with the standards and guidelines published therein. COE shall cooperate, and shall cause its subcontractors to cooperate, with performance of security audit and penetration tests by the Governor’s Office of Information Security (OIS). COE shall follow, and shall cause its subcontractors to follow, the State’s Data Handling and Disposal policy, which can be found at www.colorado.gov/oit/security_policies. If requested by the DOR, COE shall perform, and shall cause its subcontractors to perform, in a form reasonably acceptable to the DOR and at no additional cost to the DOR.
current background checks on all its respective employees and agents performing services or having access to DOR confidential information provided under this Agreement. A background check shall be performed within thirty (30) days prior to the date such employee or agent begins performance or obtains access shall be deemed to be current.

E. Security-Notice
COE is responsible for the security of all information provided to it by the DOR. If information is provided to COE or any subcontractor by the DOR, COE shall comply, and shall cause its subcontractors to comply, with the State’s Cyber Security Policies, which the CSIO has promulgated pursuant to CRS §§24-37.5-401 through 406 and 8 CCR 1501-5. The Policies are posted at http://www.colorado.gov/cs/Satellite/Cyber/CSI0/1207820732279.

F. Security Breach Remediation
If COE becomes aware of a data security breach, it shall notify the DOR immediately and cooperate with the DOR regarding recovery, remediation, and the necessity to involve law enforcement, if any. Unless COE can establish that COE or any of its subcontractors is not the cause or source of the breach, COE shall be responsible for the cost of notifying each Colorado resident and residents of other states whose personal information may have been compromised. Notice shall be made as soon as possible within the legitimate needs of law enforcement and according to the requirements of the DOR. COE shall be responsible for performing an analysis to determine the cause of the breach, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. COE shall present such analysis and remediation plan to the DOR within ten (10) days of notifying the DOR of the data security breach. The DOR reserves the right to adjust this plan, in its sole discretion. If COE cannot produce the required analysis and plan within the allotted time, the DOR, in its sole discretion, may perform such analysis, produce a remediation plan, and COE shall reimburse the DOR for reasonable costs thereof.

G. Disclosure-Liability
Disclosure of DOR records or other confidential information by COE or any subcontractor, for any reason may be cause for legal action by third parties against COE, the DOR or their respective subcontractors or agents. COE shall indemnify, save, and hold harmless the DOR, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by COE, its employees, agents, subcontractors, or assignees pursuant to this Section 9. Any other provision of this Agreement, notwithstanding, COE shall be liable to the DOR for all consequential and incidental damages arising from a data security breach.

H. End of Agreement Data Handling
Upon request by the DOR made before or within sixty (60) days after the Effective Date of termination of the Contract, COE will make available to the DOR a complete and secure (i.e. encrypted and appropriately authenticated), download file of all system data in XML format, including all schema and transformation definitions, and/or delimited text files with documented, detailed schema definitions along with attachments in their native format.

The Parties agree that on the termination of the provision of data processing services, the COE shall, at the choice of the DOR, return all the personal data transferred, and the copies thereof to the DOR, or shall destroy all the personal data and certify to the DOR that it has done so, unless legislation imposed upon the COE prevents it from returning or destroying all or part of the data transferred. In that case, the COE warrants that it will guarantee the confidentiality of the data transferred and will not actively process the data transferred anymore.

I. Disposition of Data
The DOR retains the right to use the established operational services to access and retrieve DOR data content stored on COE’s infrastructure at its sole discretion. The COE and subcontractor warrant that upon request of the DOR and/or of the supervisory authority, the COE will submit its data processing facilities for an audit of the measures referred to in Section 8.D. The State reserves all right, title and interest, including all intellectual property and proprietary rights, in and to system data and content.
J. Safeguarding Personal Identifiable Information (PII)

If COE or any of its subcontractors will or may receive PII under this Agreement, COE shall provide for the security of such PII, in a form acceptable to the DOR, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. COE shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold the DOR harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

A breach of Personal Identity Information (PII) shall have occurred when there has been unauthorized acquisition of unencrypted PII data (electronic or otherwise) used in performance of this Agreement, or any subcontract from the COE’s or any subcontractors possession which compromises security, confidentiality, or integrity of such PII. COE agrees to be liable for any unauthorized disclosure of PII in its possession or in the possession of its subcontractors as if COE was the owner of the data. COE acknowledges that any breach of PII is a material breach of this Agreement. COE shall notify the DOR immediately of any breach or suspected breach, but in no event later than twenty-four (24) hours after COE learns of suspected breach. The DOR may establish required remediation procedures and COE shall comply without limitation as directed by the DOR. COE shall bear all costs of such remediation.

9. FAILURE TO PERFORM – BREACH AND REMEDIES

A. Defined

In addition to any breaches specified in other sections of this Agreement, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against COE, or the appointment of a receiver or similar officer for COE or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in Section 10. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in Section 8. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

10. NOTICE AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

City of Englewood:

Tamara Wolfe
Court Administrator
Englewood Municipal Court
1000 Englewood Parkway
Englewood, CO 80110
303-762-2587

Department of Revenue:

Dylan Ikenouye
Administrative Services Manager
Title and Registration Section
1881 Pierce Street, Room #144
Lakewood, CO 80214
303-205-5799
11. GENERAL PROVISIONS

A. Assignment
The rights and obligations of each Party hereunder are personal to such Party and may not be transferred, assigned or subcontracted without the prior, written consent of the other Party. COB shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Order of Precedence
In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1) Colorado Special Provisions,
2) the provisions of this Agreement,
3) Exhibit A,
4) Exhibit B
5) Exhibit C

C. References
All references in this Agreement to sections, subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

D. Third Party Beneficiaries-Negation
Enforcement of all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.

E. Non-exclusive rights
It is understood and agreed by the COB that DOR does not grant the COB exclusive rights to provide the products and/or services under this Agreement. DOR reserves the right to contract with and purchase products and services from persons and entities other than the COE, as may be in the best interest of DOR. This Agreement shall remain in full force and effect should the DOR enter into other contracts for the same or similar goods and services as provided under this Agreement.

F. Press Contacts/News Releases
The COB shall not initiate any press and/or media contact nor respond to press/media requests regarding this Agreement and/or any related matters concerning the DOR without the prior written approval of DOR.

G. Cooperation of the Parties
The COE and DOR agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this Agreement. In connection herewith, the parties shall meet to resolve problems associated with this Agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party’s approval is necessary or desirable.
12. COLORADO SPECIAL PROVISIONS

A. CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor’s services and Contractor shall not employ any person having such known interests.
J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09
THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENTAL AGREEMENT

* Persons signing for Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

STATE OF COLORADO
John W. Hickenlooper, Governor

CITY OF ENGLEWOOD
Randy P. Penn, Mayor

DEPARTMENT OF REVENUE

By: ____________________________
    For the Executive Director

Date: __________________________

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: ____________________________
    Department of Revenue

Date: __________________________
Exhibit A
Statement of Work

1. DOR, through the Colorado State Title and Registration System (CSTARS) maintain by the Governor’s Office of Information of Technology (OIT), shall electronically transfer a one-time batch run and provide nightly updates of limited motor vehicle registration information of the following fields to COE: Transaction ID (TX ID), Licensed Vehicle Type, Licensed Plate Type, Plate Number, Previous Vehicle Type, Previous Plate Type, Previous Plate Number, VIN, Vehicle Year, Vehicle Make, Vehicle Body, Owner Name 1, Owner Name 2, Legal Address, Legal City, Legal State, Legal Zip5, Legal Zip4, Mailing Address, Mailing City, Mailing State, Mailing Zip5, Mailing Zip4, Business Date, Expiry Date, Workflow ID, and Title Number.

2. The Change Indicator field shall contain the following codes: U, I and D indicating whether to Update, Insert or Delete said transferred field within COE’s database.

3. In the event that a failure in technology or another unforeseen event causes an extended delay in services rendered, DOR, through OIT, shall attempt to contact COE as soon as possible in order to make them aware of the event and any information regarding an estimated time of resolution. DOR or OIT shall not email or provide data to COE through any other means except the secure FTP (SFTP) process hosted on the DOR’s FTP server.

RECORD LAYOUT FOR COE VIPER INTERFACE

1. DOCUMENT DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Option</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interface Type</td>
<td>One-Way Batch</td>
<td>File is generated by sender</td>
</tr>
<tr>
<td>Initiating Party</td>
<td>Entity Name</td>
<td>Entity responsible for file generation and placement in specified location</td>
</tr>
<tr>
<td>Delivery Format</td>
<td>Fixed Length Text File</td>
<td>Each field has a specified length and there are no field delimiters, no row delimiters</td>
</tr>
<tr>
<td></td>
<td>Fixed Length Text File with row delimiter</td>
<td>Each field has a specified length, no field delimiters, and there is a row delimiter</td>
</tr>
<tr>
<td>Delivery Method</td>
<td>Secure FTP (SFTP)</td>
<td></td>
</tr>
<tr>
<td>Frequency</td>
<td>Multiple Per Day: [every xx]</td>
<td>Multiple times per day every [xx]</td>
</tr>
<tr>
<td></td>
<td>Daily: Workweek</td>
<td>Once per day Monday – Friday</td>
</tr>
<tr>
<td></td>
<td>Daily</td>
<td>Once per day every calendar day</td>
</tr>
<tr>
<td></td>
<td>Weekly: [day of week]</td>
<td>Once per week on [day]</td>
</tr>
<tr>
<td></td>
<td>Monthly: [day of month]</td>
<td>Once per month on [day]</td>
</tr>
<tr>
<td>Sort Order</td>
<td>Field Name: [xx] [asc/desc]</td>
<td>Sort records by field [xx] [asc/desc]</td>
</tr>
<tr>
<td>Header/Trailer</td>
<td>Yes</td>
<td>Header and/or Trailer Records Required and Format</td>
</tr>
<tr>
<td></td>
<td>No</td>
<td>None</td>
</tr>
</tbody>
</table>
### INTERFACE SPECIFICATIONS

#### 2.1. Data Transmission
All file transmissions will be done via secure FTP (SFTP) hosted on DOR'S FTP server. Outgoing files related to section 3.2 & 3.3 from DOR to Requesting Entity will be placed in the /DMV_Out. Incoming files related to section 3.1 from Requesting Entity to DOR will be placed in the /DMV_In folder.

All DOR Related Outgoing files from DOR to Requesting Entity will be placed in the /DOR_Out folder. All DOR Related Incoming files from DOR to Requesting Entity will be placed in the /DOR_In folder

Server Name: Tumbleweed

#### 2.2. Documentation
None

#### 2.3. Process Description
DOR requires the license plate number from requesting entity to facilitate any DOR Records request for registered owner information:

![Diagram](image)

Registered Owner Request File

- Response File - Regular Plates (3.2)
- Response File - Temporary Plates (3.3)
3. INTERFACES

3.1. Registered Owner Request File Interface
DOR requires the license plate number from requesting entity to facilitate any DOR records request for registered owner information.

**Interface Type:** One Way Batch  
**Initiating Party:** Requesting Entity  
**Delivery Format:** Fixed Length Text File with row delimiter  
**Delivery Method:** Secure FTP on a DOR hosted SFTP server. The file will be placed in the /DMV_In directory.  
**Frequency:** Daily, Monday through Friday, excluding holidays  
**Sort Order:** None  
**File Name:** YYYYMMDD-HHMMSS-PMIN.TXT  
**Header/Trailer:** No

<table>
<thead>
<tr>
<th>Field / Name</th>
<th>Type</th>
<th>Length</th>
<th>Start Pos</th>
<th>End Pos</th>
<th>Pad</th>
<th>Description</th>
<th>Validation</th>
</tr>
</thead>
</table>
| Plate Number or Temp Permit Number | AN   | 7      | 1         | 7       | RB  | The plate number  
|                             |      |        |           |         |     | Padded with 'Spaces'                              |            |
| Workflow Id                 | A    | 34     | 8         | 41      | LZ  | The unique identifier of the transaction. Padded with '0' |            |

3.1.1. Request File Interface FTP Clean-up  
DOR is responsible for clean-up of request files on DOR's FTP site once DOR has processed the request file.

3.2. Response File Interface – Regular Plates  
DOR will return registered owner information for the license plate requests.

**Interface Type:** One-Way Batch  
**Initiating Party:** DOR  
**Delivery Format:** Fixed length Text File  
**Delivery Method:** Secure FTP on a DOR hosted SFTP server. The file will be placed in the /DMV_Out directory.  
**Frequency:** Monthly, on the first of the month. Should the first of the month fall on a weekend or holiday, the data will be delivered the next business day.  
**Sort Order:** None  
**File Name:** pmout_YYYYMMDD.TXT  
**Header/Trailer:** No
### Field Name | Type | Start | Length | Char Set | Pad | Description | Validation
--- | --- | --- | --- | --- | --- | --- | ---
Licensed Vehicle Type | A | 3 | 1 | 3 | | Vehicle Type | 
Licensed Plate Type | S | 3 | 5 | 7 | | Plate Type | 
Plate Number | AN | 7 | 8 | 14 | RB | Plate Number | 
Previous Vehicle Type | A | 3 | 16 | 18 | | Previous vehicle type | 
Previous Plate Type | S | 3 | 20 | 22 | | Previous Plate type | 
Previous Plate Number | AN | 7 | 23 | 29 | RB | Previous Plate Number | 
VIN | AN | 17 | 31 | 47 | RB | VIN | 
Vehicle Year | N | 4 | 49 | 52 | | Vehicle Year | 
Vehicle Make | A | 4 | 53 | 56 | | Make | 
Vehicle Body | A | 2 | 57 | 58 | | Body | 
Name | S | 36 | 59 | 94 | RB | Owner Name 1 | 
Legal Address | S | 26 | 131 | 156 | RB | Legal Address | 
Legal City | S | 13 | 157 | 169 | RB | Legal City | 
Legal State | A | 2 | 170 | 171 | | Legal State | 
Legal Zip5 | N | 5 | 172 | 176 | | Legal Zip 5 | 
Legal Zip4 | N | 4 | 177 | 180 | | Legal Zip 4 | 
Mailing Address | S | 26 | 181 | 206 | RB | Mailing Address | 
Mailing City | S | 13 | 207 | 219 | RB | Mailing City | 
Mailing State | A | 2 | 220 | 221 | | Mailing State | 
Mailing Zip5 | N | 5 | 222 | 226 | | Mailing Zip5 | 
Mailing Zip4 | N | 4 | 227 | 230 | | Mailing Zip4 | 
Business Date | N | 8 | 231 | 238 | | Business Date | MMDDYYYY | 
Expiry Date | N | 6 | 239 | 244 | N | Expiry Date | MMDDYYYY | 
Workflow ID | N | 34 | 245 | 278 | LZ | Workflow ID | 
Unknown | N | 41 | 279 | 319 | RB | Unknown | 
Title Number | AN | 9 | 320 | 328 | RB | 

### 3.2.1. Response Plate File FTP Clean-up

COE is responsible for clean-up of response files on DOR's FTP site once COE has processed the response file.
3.3. Response Temporary Plate File Interface

DOR will return registered owner information for the license plate requests.

**Interface Type:** One-Way Batch  
**Initiating Party:** DOR  
**Delivery Format:** Fixed length Text File  
**Delivery Method:** Secure FTP on a DOR hosted SFTP server. The file will be placed in the /DMV_Out directory.

**Frequency:** Monthly, on the first of the month. Should the first of the month fall on a weekend or holiday, data will be delivered the next business day.

**Sort Order:** None

**File Name:** pmtout_YYYYMMDD.TXT

**Header/Trailer:** No

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<th>Typ</th>
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<th>S</th>
<th>End</th>
<th>L</th>
<th>Description</th>
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</tr>
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<td>5</td>
<td>7</td>
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<td>AN</td>
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<td>8</td>
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<td>RB</td>
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<td>22</td>
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<tr>
<td>Name</td>
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<td>59</td>
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<tr>
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<td>95</td>
<td>130</td>
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<td>169</td>
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<td></td>
</tr>
<tr>
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<td>171</td>
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<tr>
<td>Legal Zip4</td>
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<td>177</td>
<td>180</td>
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</tr>
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<td>Expiry Date</td>
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<td>244</td>
<td>N</td>
<td>Expiry Date</td>
<td>MMDDYYYY</td>
</tr>
</tbody>
</table>
3.3.1. Result Temporary Plate File FTP Clean-up
COE is responsible for clean-up of response files on DOR’s FTP site once COE has processed the response file.
Exhibit B
STATE OF COLORADO
DEPARTMENT OF REVENUE
STATEMENT OF CONFIDENTIALITY

As an employee, participating member or subcontractor of City of Englewood, Colorado ("COE"), you may have access to State of Colorado, Department of Revenue ("DOR") Title and Registration records ("Records"). The confidentiality of the information contained within these Records shall be maintained at all times. Such Records or information shall not be distributed, sold or shared with any third party by you except as expressly authorized by DOR nor used by you for personal use or gain. You also understand that you are subject to legal action should you disclose or misuse Record information and that DOR shall not defend you against any such legal action.

Pursuant to C.R.S. 42-1-206, any person who willfully and knowingly obtains, resells, transfers or uses information in violation of law shall be liable to any injured party for treble damages, reasonable attorneys’ fees, and costs. Other civil and criminal laws may also apply.

I, __________________________, hereby acknowledge that I am and shall remain in compliance with all State and Federal laws and the contractual terms and conditions between COE and DOR pertaining to the security and confidentiality of the Records. I agree to fully cooperate with DOR or legal authorities for any investigation of these requirements that DOR or legal authorities wish to commence.

I hereby acknowledge and agree to the requirements of the foregoing notice.

________________________________________  _______________________________________
Signature                                           Company Name

________________________________________
Print name

________________________________________
Title
COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Date</th>
<th>Agenda Item</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 17, 2015</td>
<td>11 a ii</td>
<td>Colorado State University Biosolids Research Agreement</td>
</tr>
</tbody>
</table>

INITIATED BY
Littleton/Englewood WWTP Supervisory Committee

STAFF SOURCE
Stewart H. Fonda, Utilities Director
Jim Tallent, Treatment Division Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council action Ordinance No. 8, Series of 2010, approving the prior Intergovernmental Agreement with Colorado State University and authorizing extension of that Intergovernmental Agreement for five additional one year periods.

RECOMMENDED ACTION

The Littleton/Englewood WWTP Supervisory Committee recommended, on July 17, 2014, Council approve by Ordinance the renewal of an Intergovernmental Agreement with Colorado State University for cooperative research projects on the land application of wastewater biosolids to dryland wheat farming operations. The 2015 program cost is $121,996.00.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Since 1982, the Littleton/Englewood Wastewater Treatment Plant (L/E WWTP), in cooperation with Colorado State University (CSU) Department of Soil and Crop Sciences, initiated a continuous research program to document the long-term effects of the application of wastewater biosolids for dryland wheat farming. The research has provided valuable research data and a sound basis of knowledge for the biosolids produced by the L/E WWTP and the environmental impacts of the product. The information has been used extensively as a public relations tool, as well.

Additionally, this research project is instrumental in establishing the basis for the beneficial use of biosolids in the cultivation of dryland wheat crops in the arid western states of the United States and in Australia. This long-term research demonstrates that the beneficial use of wastewater biosolids is an environmentally safe, economically beneficial and agriculturally sound practice for recycling a valuable resource. The research has resulted in 33 refereed journal articles and book chapters, 51 technical papers, numerous bulletins and reports, 2 doctoral theses (1 in progress) and 3 master's theses. The research has benefited western states farming communities, biosolids researchers, regulators, generators, appliers and other environmental professionals. The L/E WWTP biosolids program has also received the following recognitions:

- US EPA Region 8 Excellence Award for Beneficial Use of Sewage Sludge (1989)
- US EPA Biosolids Research, National First Place (1999)
- AMSA - Research and Technology Award Biosolids (2000)
Colorado State University has submitted their 2015 proposal for the cooperative research project on land application of sewage biosolids on dryland wheat. The studies include sites located at the Bennett research site and the Byers research site, which is the City owned Biosolids Application farm. The cost for each study site is as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bennett</td>
<td>$ 52,481.00</td>
</tr>
<tr>
<td>Byers</td>
<td>$ 57,113.00</td>
</tr>
<tr>
<td>Phosphorus</td>
<td>$ 12,402.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$121,996.00</td>
</tr>
</tbody>
</table>

For reference, the 2014 expenditure for this project was $127,328.

**FINANCIAL IMPACT**

The cost of the project is budgeted and split 50/50 with the City of Littleton.

**LIST OF ATTACHMENTS**

- Littleton/Englewood Wastewater Treatment Plant Supervisory Committee Meeting minutes, July 17, 2014
- Proposed Bill for an Ordinance
MINUTES
SUPERVISORY COMMITTEE MEETING
July 17, 2014
9:00 a.m.

ATTENDING: Charlie Blosten Littleton Public Works Director
Gary Sears Englewood City Manager
Rick Kahm Englewood Public Works Director
Stu Fonda Englewood Utilities Director
David Robbins Hill & Robbins, P.C.
Andy Rottman Hill & Robbins, P.C.
Dennis Stowe Manager, L/E WWTP
Jim Tallent Treatment Manager, L/E WWTP
Chong Woo Engineering/Maintenance Manager, L/E WWTP
Mary Gardner Environmental Compliance Manager, L/E WWTP
Jonathan Bridges Industrial Pretreatment Administrator, L/E WWTP

Guests: Sarah Reeves Brown & Caldwell
Scott Morse South Platte Sanitation

SECTION III - TOPICS FOR DISCUSSION AND OR ACTION

1. Regulatory Programs – Site Specific Temperature Standard
Mary Gardner reported the staff continues to work with Hill & Robbins and Integral to develop a Site Specific Temperature Standard. At WESTCAS, EPA presented a selenium proposal; the Wastewater Utility Council has contributed money to conduct a scientific analysis. The EPA continues to re-define Waters of the United States (WOTUS). L/E WWTP has asked for an extension based on our biosolids property; staff is concerned how the definition affects streams running through the property.

ACTION TAKEN – None.

2. Fiscal Management
Dennis Stowe explained the year-to-date budget status for each division. Regulatory: under budget. Beneficial Use has approximately 63% remaining due to upcoming capital expenditures – replacing three biosolids trailers, approximately $300,000. Maintenance: 70% remaining, mostly in capital infrastructure. The disinfection improvement project costs came in less than originally anticipated. Capital items in the infrastructure portion of budget will not be done by year end. Operations: 50% under assisted by a significant reduction in power consumption. Laboratory, a smaller division and smaller portion of the budget, will replace a major laboratory instrument at less than the expected
budgeted cost. Business Services includes several significant purchases as well as completing some capital projects: IT systems replacing servers, including installation and set up, approximately $200,000. This has been approved by the Committee and going to the Englewood City Council. Industrial Pretreatment, a smaller division, has approximately 60% remaining. The division was short staffed first half of 2014 – just filled position. Overall, there is 60% remaining budget mostly in capital expenditures. Staff expects to come in under budget at year-end.

ACTION TAKEN – None

3. Biosolids Land Application - Update

Jim Tallent informed the Committee the lack of rain resulted in lack of nitrogen uptake. Too hot nitrogen did not allow staff to apply biosolids; biosolids have been stored the last 2-4 weeks on an asphalt pad built for that purpose. Farmer Linnebur informed L/EWWTP he wants to take some of CRP property out of that, and put it back into production. David Robbins explained CRP is a 15-year program where the government pays the farmer $30 per acre per year to keep the land out of production. If the farmer puts it back in program, farmer has to pay the government back.

ACTION TAKEN – None

4. CSU Cooperative Research Project Proposal

Jim Tallent presented the 2015 CSU Cooperative Research Project Proposal. Costs have been holding steady. The increase for 2015 is primarily personnel costs. The study, since 1982, has been good for us, good for industry.

ACTION TAKEN – Charlie Blosten moved the Supervisory Committee approve the 2015 Colorado State University proposal to continue the Cooperative Research Project on Land Application of Sewage Biosolids in Dryland Wheat, including the proposed Phosphorus investigation, in the amount of $121,996. Rick Kahm seconded. Motion passed.

5. Plant Energy Improvement Program

Gunter Ritter, Project Engineer, and Greg Farmer, Process Specialist, gave a powerpoint presentation on the new Plant Energy Improvement Program. They reported this is staff driven program researching emerging technologies. The program consists of three groups: technical, non technical, and lead. Greg presented information on baselining, benchmarking, energy monitoring module to monitor specific equipment energy usage, monitoring and improving process efficiency. Gary Sears recommended communicating to Councils what staff have achieved – goals, energy savings.

ACTION TAKEN – None.

6. Project Status Update

Chong Woo reported the current project status. Site Wide Repairs: Notice of Final Completion issued June 17; now waiting for final payment. Building space project: – issued Notice of Substantial Completion; City of Englewood has issued a temporary Certificate of Occupancy; staff expects to
issue final payment end of July. Chong advised the Committee of an additional project to provide staff parking at the new pretreatment building. A recommendation for approval to be presented at an upcoming Committee meeting. Interim Disinfection Project: issued Notice to Proceed to RN Civil on July 11.

ACTION TAKEN – None.

7. Electrical Maintenance Program — Arc Flash Hazard Analysis Study Contract Award

Chong Woo informed the Committee that the more formal maintenance program has added a significant amount of electrical equipment, new regulations and guidelines for electrical safety. Staff recommends taking the first step – an Arc Flash Hazard Analysis Study. National Fire Protection Association (NFPA) recommends an analysis every five years. The last analysis was performed in 2006. Staff received three qualified quotes and recommends accepting the low quote by Emerson Network Power.

ACTION TAKEN – Gary Sears moved the Supervisory Committee approve a professional services agreement with Emerson Network Power in the amount of $53,528 for the Arc Flash Hazard Analysis Study. Michael Penny seconded. Motion passed


Chong Woo reported the secondary treatment process utilizes a total of seven final clarifier tanks and eight return secondary sludge pumps which have been in service since 2006. The damage is within the expected service life for pumps of this type and size. Three qualified vendors provided quotations for the repair and rebuild. A fourth quotation for complete replacement of both pumps would be $312,500. 2014 budget for repairs.

ACTION TAKEN – Gary Sears moved the Supervisory Committee approve a purchase order in the amount of $92,000 for the repair and rebuild of return sludge pumps P-04-442 and P-04-462 to Fairbanks Nijhuis Pump Services. Michael Penny seconded. Motion passed

9. 2015 Draft LEWWTP Budget Overview

Stu Fonda reported the only major change is a request for one additional position for the Business Services Division. Cindy Goodburn explained the new Instrumentation and Controls Spec position would work under the SCADA umbrella of SCADA. The position would be responsible for all the equipment out in the field, computerized networks that control and operate this plant. The current SCADA Administrator will retire in one year.

ACTION TAKEN – None.


Sarah Reeves handed out the Executive Summary of The Roadmap to The Future; hardcopy of the presentation taking to the two Councils. Gary and Michael requested copies to include in both Englewood and Littleton City Council packets.

ACTION TAKEN – None.
11. **Hill and Robbins Report**

Andy Rottman report on working with staff to resolve the Emerson Park issue with State, continuing communications with the State and Integral about Temperature standard, and the upcoming 2015 rulemaking is ramping up.

David Robbins discussed two other things more general in nature. 1) EPA and the Corps of Engineers are updating the definition of Waters of The US (WOTUS) – doesn’t directly affect the plant, but it does have potential to affect the Cities. 2) The US Fish & Wildlife Service has proposed a rule that would change definition of critical habitat that would allow the agency to designate land and areas where no endangered species has been known to exist and are currently not adequate habitat for the species.

**ACTION TAKEN – None.**

12. **Schedule for the Next Supervisory Committee Meeting**

The next Supervisory Committee meeting is scheduled for Thursday, August 21, 2014, 9:00 a.m., at the Littleton/Englewood Wastewater Treatment Plant.

Adjourned 10:16 a.m.
BY AUTHORITY

ORDINANCE NO. ___  COUNCIL BILL NO. 6
SERIES OF 2015  INTRODUCED BY COUNCIL
MEMBER ___________

A BILL FOR

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
COLORADO STATE UNIVERSITY (CSU) AND LITTLETON/ENGLEWOOD WASTEWATER
TREATMENT PLANT FOR THE COOPERATIVE RESEARCH PROJECT ON LAND
APPLICATION OF SEWAGE BIOSOLIDS ON DRYLAND WHEAT AND FOR THE
APPLICATION OF CHEMICALLY COAGULATED PHOSPHORUS BIOSOLIDS.

WHEREAS, since 1982 the Littleton/Englewood Wastewater Treatment Plant (L/E WWTP)
and Colorado State University (CSU), Department of Soil and Crop Sciences, have successfully
conducted a continuous research program to observe the long-term effects of the application of
biosolids for dryland wheat farming; and

WHEREAS, the City Council of the City of Englewood approved an IGA between CSU and
the Littleton/Englewood Wastewater Treatment Plant with the passage of Ordinance No. 42,
Series of 2004; and

WHEREAS, the City Council of the City of Englewood approved an IGA between CSU and
the Littleton/Englewood Wastewater Treatment Plant with the passage of Ordinance No. 8,
Series of 2010; and

WHEREAS, the research has provided long-term research data and a sound basis of
knowledge of the biosolids produced by the L/E WWTP and the environmental impacts of the
product; and

WHEREAS, the L/E WWTP-CSU research project has been instrumental in establishing the
basis for biosolids beneficial use for the growth of dryland wheat crops in the arid western states
and in Australia; and

WHEREAS, the long-term research demonstrates that the beneficial use of wastewater
biosolids is an environmentally safe, economically beneficial and agriculturally sound practice
for recycling and conserving a valuable resource; and

WHEREAS, CSU has submitted their proposals for an additional cooperative research project
on land application of sewage biosolids on dryland wheat and for a study of the application of
chemically coagulated phosphorus biosolids; and

WHEREAS, the 2015 studies includes study sites at the Bennett site, and the Byers site; and
WHEREAS, the cost of the CSU Application of Sewage Biosolids Research Project is split 50/50 between Englewood and Littleton.

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

Section 1. The Colorado State University Biosolids Research Proposal, attached hereto as Exhibit A, the application of Chemically Coagulated Phosphorus Biosolids, attached hereto as Exhibit B, and the letter of acceptance attached hereto as Exhibit C, are hereby accepted and approved by the City Council of the City of Englewood.

Section 2. The Director of the Littleton/Englewood Wastewater Treatment Plant is hereby authorized to further extend the Intergovernmental Agreement between Littleton/Englewood Wastewater Treatment Plant and Colorado State University, Biosolids Research Proposal, for the cooperative research project on land application of sewage biosolids and the application of Chemically Coagulated Phosphorus Biosolids for five additional one year periods.

Introduced, read in full, and passed on first reading on the 17th day of February, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 19th day of February, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 18th day of February, 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 17th day of February, 2015.

_________________________
Loucrishia A. Ellis
LAND APPLICATION OF SEWAGE BIOSOLIDS

PROPOSAL FOR COOPERATIVE RESEARCH PROJECT BETWEEN

COLORADO STATE UNIVERSITY

AND

LITTLETON/ENGLEWOOD JOINT COUNCIL

2015
I. Land Application of Biosolids

II. Personnel

Project Leaders:  K.A. Barbarick, Professor
                 J. McDaniel, Research Associate

III. Introduction

We have studied the beneficial use of Littleton/Englewood (L/E) biosolids beginning in 1982 at East and West Bennett, 1988 at Kiowa, 1993 at North Bennett, and 1999 at Byers. We lost the East Bennett plots in 1993 due to a shift from dryland to irrigated agriculture and the last of the West Bennett sites to development in 2005. We ceased research at the Kiowa location in 2007. We will present the proposed research and associated budget separately for three studies (North Bennett, earthworm/hydraulic properties study, and Byers) and then present the total budget for our proposed research.

IV. Bennett Study Site

North Bennett

We initiated the North Bennett experimental location to replace the East Bennett plots that we lost in 1993. Our former cooperating farmer at East Bennett, Kevin Helzer, decided to grow irrigated crops on our study sites in 1993. We also changed the experimental approach at North Bennett to focus on determining the N equivalency of L/E biosolids associated with repeated applications in a dryland wheat summer-fallow agroecosystem. We grew proso millet (Panicum miliaceum L.) in 2008 and sunflowers (Helianthus annus, L.) in 2009 to help control an infestation of jointed goat grass (Aegilops cylindrica Host). For the 2009-2010 growing season, we went back to the wheat (Triticum aestivum, L.)-fallow rotation.

We have added Ba, Be, and Mn to our plant and soil analyses since USEPA has identified them as potential pollutants to the CFR503 regulations. Although Ag has also been added to the CFR503 regulations, Colorado State University instrumentation utilized to detect Ag has been less than adequate. Therefore, at this point in time we will not analyze plants and soils for Ag.
A. Objectives for the Bennett study sites (North Bennett)

The objectives of the Bennett study are:

1. To quantify the N equivalency of repeated biosolids application under field conditions compared with commercial N fertilizer at our North Bennett plots.

2. To study the long-term effects of L/E biosolids on soil accumulation and wheat uptake of Ba, Be, Cd, Cr, Cu, Mn, Ni, Pb, Mo, and Zn.

3. To study the long-term effects of L/E biosolids on As, Hg, and Se levels in soil and grain in the 0, 2, and 5 dry tons/acre plots for the North Bennett site. Samples will consist of a composite of all replications for each rate for grain analyses. This gives three grain samples. We also will composite separately the 0-20 and 20-60-cm soil samples from the same plots as the grain samples. This will provide us a total of six soil samples to analyze for each site.

4. To determine the accumulated NO$_3$-N levels to a depth of 180 cm (6 feet) associated with repeated application of various N fertilizer or sewage biosolids at our North Bennett plots.

5. To determine the accumulated NO$_3$-N levels to a depth of 180 cm (6 feet) associated with repeated application of various N fertilizer or sewage biosolids at our North Bennett plots.
B. Bennett study sites budget.

Table 1. Proposed budgets for the North Bennett sewage biosolids studies.

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Routine Analyses</td>
<td>1000</td>
<td>1000</td>
<td>1000</td>
</tr>
<tr>
<td>As, Hg, Se Analyses</td>
<td>300</td>
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<td>300</td>
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<tr>
<td>Travel</td>
<td>1730</td>
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<td>Harvest, plot set-up</td>
<td>500</td>
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<tr>
<td>Research Assoc. (6 months)†</td>
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<td>18519</td>
<td>19075</td>
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<tr>
<td>Research Assoc. fringe‡</td>
<td>4243</td>
<td>4685</td>
<td>4826</td>
</tr>
<tr>
<td>Professor (2 weeks)†</td>
<td>6810</td>
<td>7014</td>
<td>7225</td>
</tr>
<tr>
<td>Professor fringe‡</td>
<td>1607</td>
<td>1775</td>
<td>1828</td>
</tr>
<tr>
<td><strong>Total direct costs</strong></td>
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<td><strong>35293</strong></td>
<td><strong>36254</strong></td>
</tr>
<tr>
<td><strong>Indirect costs§</strong></td>
<td><strong>16641</strong></td>
<td><strong>17188</strong></td>
<td><strong>17656</strong></td>
</tr>
<tr>
<td><strong>Total costs</strong></td>
<td><strong>50811</strong>†</td>
<td><strong>52481</strong></td>
<td><strong>53910</strong></td>
</tr>
</tbody>
</table>

† Assumes 50% on the North Bennett study and 50% on the Byers study. We also assumed a 0% increase in all non-personnel budget items for 2015. A 3% salary increase for the Research Associate and Professor were assumed for 2015 and 2016.

‡ Fringe benefit rates were estimated to be 25.3% for 2015 and 2016 for the Research Associate and Professor.

§ The total indirect costs are 48.7% MTDC for 2014 through 2016.
V. Byers Study Site

A. Introduction

With the establishment of the L/E Byers biosolids-application site, we are developing some practical, never-done-before research. No-till and minimum tillage management is increasing in popularity in eastern Colorado because it improves water conservation and allows more intensive cropping. Biosolids application could enhance the benefits of no-till or minimum tillage by improving soil cover and soil physical characteristics when surface applied. Biosolids could work in concert with crop residues to allow farmers to meet the Natural Resource Conservation Service 30% soil coverage required to comply with conservation programs.

Biosolids application could initially supply soil cover until adequate crop residue can accumulate. Continued additions may even provide production and economic advantages. Farmers may eventually use biosolids as an integral part of a conservation program. Because of continuing droughty conditions, beginning in Fall 2005, we changed our crop rotations. We eliminated the wheat-wheat-corn-sunflower-fallow (WWCSF) and converted those plots to our other two rotations (wheat-fallow, WF and wheat-corn-fallow, WCF). This increased our replications for WF and WCF from two to four, providing us with a more robust statistical analysis of the effects of these two rotations.

B. Objectives

Our objectives at the Byers site are:

1. To determine if increasing biosolids application from once every two years to two out of three years is a feasible management alternative.

2. To determine if biosolids behave like crop residues in terms of moisture storage and crop production. Available-water storage and crop yields are the properties of greatest interest.

3. To determine the effects of biosolids application at the agronomic rate compared with commercial N fertilizer in two cropping systems on soil and grain accumulation of plant nutrients and trace elements limited by the Colorado Department of Public Health and Environment biosolids-application regulations.
C. Procedures

Treatments:

1. Two crop rotations:
   a. Wheat-fallow (typical rotation)
   b. Wheat-corn-fallow

2. Biosolids/fertilizer treatments:
   a. Biosolids application to supply N recommended for the measured soil NO$_3$-N (e.g., the agronomic rate).
   b. Commercial N fertilizer at the agronomic rate.

D. Experimental design

We now use four blocks (replications) of each treatment arranged in a split-plot design. The main plots will consist of the cropping rotations. Each main plot will be split to accommodate biosolids application on half the plot and commercial fertilizer addition on the other half.

All phases of each rotation will be present each year to allow assessment of all soil and crop responses each year. This requires a total of 20 main plots and 40 split plots (4 replications, 5 cropping rotations, biosolids/fertilizer treatment splits).

Each main plot will be 0.8 km (0.5 miles) long by 30 m (100 feet) wide. Each biosolids/fertilizer split would, therefore, be 15 m (50 feet) wide.

E. Measurements

We will complete the following measurements or analyses.

1. Annual grain and biomass yields.
2. Records on farmer inputs.
3. Plant-available concentrations of NO$_3$-N, P, K, Fe, Mn, Cu, Zn, Na, Cd, Cr, Pb, Mo, Ni, Ba, Be, and Mn in soil before each crop planting (determined in 0-5, 5-10, 10-20, and 20-30 cm samples from each replicated plot).
4. We will composite 0-5-cm soil samples for As, Hg, and Se analyses for each replication before each crop planting. This will give us 14 soil samples to analyze for As, Hg, and Se each year.

5. Deep soil sampling before each crop planting by hydraulic probe for NO$_3$-N (determined 0-30, 30-60, 60-90, 90-120, 120-150, 150-180 cm samples, if possible, from each replicated plot).

6. Concentrations of P, K, Fe, Mn, Cu, Zn, Na, Cd, Cr, Pb, Mo, Ni, Ba, Be, and Mn in grain sampled from each replicated plot.

7. For annual As, Hg, and Se grain analyses, we will composite grain samples for each biosolids or N fertilizer replication for each type of crop. This scheme will provide us with four wheat and two corn samples for As, Hg, and Se analyses each year.
F. Byers study site budgets.

Table 2. Proposed budgets for the Byers sewage biosolids study.

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<td>18519</td>
<td>19075</td>
</tr>
<tr>
<td>Research Assoc. fringe ‡</td>
<td>4243</td>
<td>4685</td>
<td>4826</td>
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<tr>
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<td>6810</td>
<td>7014</td>
<td>7225</td>
</tr>
<tr>
<td>Professor fringe ‡</td>
<td>1607</td>
<td>1775</td>
<td>1828</td>
</tr>
<tr>
<td>Harvest, plot set-up</td>
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<td>1500</td>
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<tr>
<td>Weather Station Maintenance ψ</td>
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<td>315</td>
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<td>3820</td>
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<td><strong>Total direct costs</strong></td>
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<tr>
<td><strong>Indirect costs</strong></td>
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<td><strong>18705</strong></td>
<td><strong>19173</strong></td>
</tr>
<tr>
<td><strong>Total costs</strong></td>
<td><strong>57666</strong></td>
<td><strong>57113</strong></td>
<td><strong>58542</strong></td>
</tr>
</tbody>
</table>

† Assumes 50% on the North Bennett study and 50% on the Byers study. We also assumed a 0% increase in all non-personnel budget items for 2015. A 3% salary increase for the Research Associate and Professor were assumed for 2015 and 2016.

‡ Fringe benefit rates were estimated to be 23.6% for 2015 and 2016 for the Research Associate and Professor.

ψ Cost includes a dedicated cellular phone expense to remotely access weather data for CoAgMet.

¶ The total indirect costs are 48.7% MTDC for 2014 through 2016.
VII. Total Budgets

We have tabulated the total budgets by category (Table 3) and by location (Table 4) for 2014 through 2016.

Table 3. Total budget by category for 2014-2016.

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Analyses</td>
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<td>Supplies</td>
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<td>Harvest, plot set up, weather station</td>
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<tr>
<td>Total costs‡</td>
<td>108477</td>
<td>109594</td>
<td>112452</td>
</tr>
</tbody>
</table>

‡ The total indirect costs are 48.7% for 2014 through 2016.

Table 4. Total budget by location for 2014-2016.

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<thead>
<tr>
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<tbody>
<tr>
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<tr>
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<td>Byers</td>
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<tr>
<td>Total costs</td>
<td>108477</td>
<td>109594</td>
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Soil Quality and Plant Productivity Following the Land Application of Chemically Coagulated Phosphorus Biosolids

PROPOSAL FOR COOPERATIVE RESEARCH PROJECT BETWEEN

COLORADO STATE UNIVERSITY

AND

LITTLETON/ENGLEWOOD JOINT COUNCIL

2015
I. Personnel:

Project Leaders: K.A. Barbarick, Professor  
J.P. McDaniel, Research Associate

II. Introduction:

For many years, the land application of biosolids has been used as a method for the recycling of municipal biosolids. The application of biosolids to the soil supplies the plants with nutrients such as nitrogen (N) and phosphorus (P). The application rate is currently applied at the agronomic rate of N, but there has been discussion over the last decade about a potential transition of the application rate to be based on the agronomic rate of P. The change in the basis for the application rate would potentially be based on a P risk index. Currently most of the agricultural fields in Colorado that receive biosolids would not be affected based on the current risk index.

For Colorado, what has the potential to have a larger effect on the land application of biosolids to agricultural land would be a change in the makeup of the biosolids as a result in a change in the treatment process to reduce the concentration of P in the effluent being discharged. The effect on the ability of the biosolids produced to serve as a soil amendment for increasing fertility and soil quality will depend on the method of additional treatment of the wastewater at the treatment plant. If chemical coagulation is used to remove additional P, it is unknown how this will change the plant availability of P from the biosolids, the leaching potential, and the availability of soil P following biosolids application. The objective of this study would be to determine the effects on soil and plant productivity following the land application of biosolids with higher P concentration due to chemical coagulation of P to reduce effluent P concentration.

The overall project would be done with the use of greenhouse, field, and laboratory studies. The research questions that would be addressed would be:

- How will the change in the treatment of wastewater effluent with chemical coagulation of P affect the plant available P in soil following land application?
  - What is the best method for extracting P from biosolids to predict plant available P?
- How does soil P cycle between different pools of P over the course of the year following application of biosolids and does this differ from the cycling of P in agricultural land that does not receive biosolids?
  - Can a model be developed that will predict the forms and concentrations of P in the soil and the biomass P concentration as a function of the application rate of biosolids?
- How does the long-term addition of biosolids affect the accumulation of P in the soil profile?
III. Experimental Designs:

III.a. Plant Available P from Biosolids:

The best way to be able to determine how the new biosolids would affect plant available nutrients and particularly P would be to conduct greenhouse studies with the new biosolids. However, since we currently do not have the new biosolids from Littleton Englewood Waste Water Treatment Plant (L/E), we are not able to study the new biosolids directly. We propose that to begin to understand how the new biosolids will affect plant availability that we set up a study with both biosolids currently being produced at L/E and use biosolids from another treatment plant that has biosolids produced following chemical coagulation of P. The biosolids from the second plant would not be exactly the same chemically as the future biosolids from L/E, but they would serve to give a representation of what can be expected.

The other question that would need to be addressed would be what extraction method should be used to determine the plant available P content of the biosolids. There may be a difference in the extraction method that best estimates plant available P from biosolids between the two treatment processes that produced the biosolids.

There are currently few studies that have been conducted to try to determine the amount of plant available P that is available from biosolids. The current research was conducted on an acidic sandy soil from Florida (O'Connor, et al., 2004). There has not been any work on the plant available P from biosolids that are applied to a basic (calcareous) soil. A similar experimental design to previous work (O'Connor, et al., 2004) would be utilized.

A greenhouse study would be established that would investigate the correlation between different biosolids P extraction methods and the uptake of P in sorghum-sudan grass. Sorghum-sudan grass was chosen because it is a relatively fast growing forage crop, which will allow for multiple harvests over the period of the study. Nine different extractions of the biosolids would be performed: sequential extraction of inorganic P (NH₄Cl, NH₄F, NaOH, H₂SO₄ extractable), citric acid extractable, water extractable, KCl extractable, organic P, and Mehlich 3 (Table 1). There would be 14 treatments of fertilizer amendment: no amendment, triple super phosphate, agronomic rate of N, 12.5 % total P, 25 % total P, 50% total P, 75 % total P, and 87.5% total P, the 6 biosolids treatments would be set up with both of the biosolids. Two soils (from the North Bennett and Byers plots) would be used. Each of the treatments and soil combinations would have four replications. The sorghum-sudan grass would be harvested at four to six week intervals for eight months. The amount of biomass produced and the concentration of P in the biomass would be determined.
Table 1. Phosphorus extraction methods used for determining the plant available P from biosolids.

<table>
<thead>
<tr>
<th>Extraction Method</th>
<th>Form of P extracted</th>
</tr>
</thead>
<tbody>
<tr>
<td>NH₄Cl extractable</td>
<td>Soluble and loosely bound P</td>
</tr>
<tr>
<td>NH₄F extractable</td>
<td>Aluminum bound P</td>
</tr>
<tr>
<td>NaOH extractable</td>
<td>Iron bound P</td>
</tr>
<tr>
<td>H₂SO₄ extractable</td>
<td>Calcium bound P</td>
</tr>
<tr>
<td>water extractable</td>
<td>Soluble P</td>
</tr>
<tr>
<td>KCl extractable</td>
<td>Soluble and exchangeable P</td>
</tr>
<tr>
<td>organic P</td>
<td>Organic P</td>
</tr>
<tr>
<td>Mehlich 3</td>
<td>A common method for determine plant available P in soil</td>
</tr>
<tr>
<td>citric acid extractable</td>
<td>Used to determine P in commercial chemical fertilizer</td>
</tr>
</tbody>
</table>

The data would be analyzed with regressions to determine the effects of different treatments on the uptake by the plants. In addition, correlations would be made to determine which of the extraction methods best estimates the uptake by the plants.

To determine if similar results are seen in the field the plant tissue that is collected from the seasonal dynamics of soil P pools study will be compared to the P from the biosolids applied, based on the same nine extractions.

III.b. Seasonal Dynamics of Soil P Pools:

To investigate the dynamics of P due to seasonal changes soil samples will be collected six times a year (July, September, November, January, March, and May) from the North Bennett plots. This sampling would continue for at least two years. The samples would be collected for both the field in production and the field in fallow.

Soil samples would be collected from the 0-20 cm depth (zone of incorporation) from all of the biosolids application rates and all replications. Attempts would be made to collect the soil from similar locations each time to reduce spatial variation.

The soil P would be fractionated into the different organic (Labile P, biomass P, moderately labile P, and non-labile P) and inorganic pools (soluble and loosely bound P, aluminum (Al) bound P, iron (Fe) bound P, reluctant soluble P, and calcium (Ca) bound P). Total P, plant biomass, and plant P concentration would also be measured at each sampling time to help account for the movement of P.

Following the collection of the data, it would be analyzed to determine the dynamics of the soil P pools over a year. The data would also be modeled to predict the amount of P in each pool and to be able to predict the amount of P that is in the plant tissue. This prediction model would be useful in determining what pools of P the plants are using. With the potential change in the makeup of the biosolids following additional treatment of the effluent this information would aid in determining the plant available P.
III.c. Phosphorus Accumulation in the Soil Profile:

Phosphorus does not have the same leaching potential as nitrate does due to adsorption to the solid mineral phase in soil. Studies have shown that there can be movement of P depending on the conditions of the soil. When biosolids are added, the P will be in many different forms and the type of treatment used will affect the likelihood for the P to leach. The downward movement of P could lead to P reaching ground water in areas that have a higher water table. In other areas, it may lead to the accumulation of P at depths that do not allow plants to access the P. The addition of a chemical coagulant to remove P in the effluent at the treatment plant may also tie up P in the soil and reduce the amount of movement in the soil. The data collected from this study would provide a baseline for if P is moving and determine a mechanism to explain the movement that could then be compared to the new biosolids when they become available.

For this study, we collect soil samples from three biosolids application rates (0, 2, and 5 tons/acre). We would collect soil samples to a depth of six feet in six-inch increments, from each of the four replications in the field. The soil samples would be analyzed to determine the concentrations of the different fractions of organic and inorganic P in the soil. From this information, we would determine if the P that has been added to the plots has moved deeper into the profile than the depth of incorporation.

If there is movement of P in the profile then in the second year we would establish a column leaching study in the laboratory to attempt to determine the mechanism of the movement of the P in the profile. We believe that there is a potential for the P from the biosolids to move deeper into the profile due to P complexes with the organic material that is dissolved in the soil water. We would use adsorption isotherms to attempt to identify the mechanism for the movement of P in the soil.
IV. Projected Cost:

Table 2. Projected cost for the plant available phosphorus from biosolids study.

<table>
<thead>
<tr>
<th>Category</th>
<th>Current 2014</th>
<th>Proposed 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies</td>
<td>1650</td>
<td>825</td>
</tr>
<tr>
<td>Analysis</td>
<td>600</td>
<td>300</td>
</tr>
<tr>
<td>Student hourly</td>
<td>4150</td>
<td>2075</td>
</tr>
<tr>
<td>Student hourly fringe (1.0%)</td>
<td>141</td>
<td>21</td>
</tr>
<tr>
<td>Travel</td>
<td>400</td>
<td>200</td>
</tr>
<tr>
<td>Total direct cost</td>
<td>6941</td>
<td>3421</td>
</tr>
<tr>
<td>Indirect cost (48.7 %)</td>
<td>3380</td>
<td>1666</td>
</tr>
<tr>
<td>Total cost</td>
<td>10321</td>
<td>5087</td>
</tr>
</tbody>
</table>

Table 3. Projected cost for seasonal dynamics of soil phosphorus pools study.

<table>
<thead>
<tr>
<th>Category</th>
<th>Current 2014</th>
<th>Proposed 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies</td>
<td>3000</td>
<td>700</td>
</tr>
<tr>
<td>Analysis</td>
<td>350</td>
<td>350</td>
</tr>
<tr>
<td>Student hourly</td>
<td>1050</td>
<td>1050</td>
</tr>
<tr>
<td>Student hourly fringe (1.0%)</td>
<td>36</td>
<td>11</td>
</tr>
<tr>
<td>Travel</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>Total direct cost</td>
<td>4936</td>
<td>2611</td>
</tr>
<tr>
<td>Indirect cost (48.7 %)</td>
<td>2404</td>
<td>1271</td>
</tr>
<tr>
<td>Total cost</td>
<td>7340</td>
<td>3882</td>
</tr>
</tbody>
</table>

Table 4. Projected cost for the phosphorus accumulation in the soil profile study.

<table>
<thead>
<tr>
<th>Category</th>
<th>Current 2014</th>
<th>Proposed 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies</td>
<td>400</td>
<td>600</td>
</tr>
<tr>
<td>Analysis</td>
<td>200</td>
<td>600</td>
</tr>
<tr>
<td>Student hourly</td>
<td>900</td>
<td></td>
</tr>
<tr>
<td>Student hourly fringe (1.0%)</td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>Travel</td>
<td>200</td>
<td>200</td>
</tr>
<tr>
<td>Total direct cost</td>
<td>800</td>
<td>2309</td>
</tr>
<tr>
<td>Indirect cost (48.7 %)</td>
<td>390</td>
<td>1124</td>
</tr>
<tr>
<td>Total cost</td>
<td>1190</td>
<td>3433</td>
</tr>
</tbody>
</table>
Table 5. Total Projected cost for the overall study.

<table>
<thead>
<tr>
<th>Category</th>
<th>Current 2014</th>
<th>Proposed 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Cost</td>
<td>12677</td>
<td>8341</td>
</tr>
<tr>
<td>Indirect Cost</td>
<td>6174</td>
<td>4061</td>
</tr>
<tr>
<td>Total Cost</td>
<td>18851</td>
<td>12402</td>
</tr>
</tbody>
</table>

V. References:

January 29, 2015

Colorado State University Office of Sponsored Programs
2002 Campus Delivery
Fort Collins, Colorado 80523-2002
Attention: Marilyn Morrissey, Senior Research Administrator

RE: INTERGOVERNMENTAL AGREEMENT FOR A COOPERATIVE RESEARCH PROJECT - SLUDGE APPLICATION TO DRYLAND WHEAT FIELDS – 2015 FISCAL YEAR PROPOSAL

Dear Ms. Morrissey:

We are pleased to inform you that the 2015 proposals for the following projects were approved at the regularly scheduled meeting of the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee held on July 17, 2014.

1. Cooperative Research Project on Land Application of Sewage Biosolids on dryland wheat, continuing the research projects at the Bennett and Byers sites, and
2. Soil Quality and Plant Productivity Following the Land Application of Chemically Coagulated Phosphorus Biosolids Study.

This letter serves as authorization for the 2015 studies. Authorization is based on the following understanding:

1. The upper expenditure limit for the Bennett study is $52,481 for fiscal year 2015.
2. The upper expenditure limit for the Byers study is $57,113 for fiscal year 2015.
3. The upper expenditure limit for the Phosphorus study is $12,402 for fiscal year 2015.
4. Separate authorization must be obtained for additional work beyond that described in the proposals.
5. Progress reporting and invoicing will be on a quarterly basis. Project reports must accompany all invoices, also on a quarterly basis. A final report will be provided.
6. Invoices are to provide detailed background of project costs according to categories shown in the Proposed Budget Tables in your proposal.
7. All publications pertaining to the research work will be submitted to the cities for review prior to release.
8. All other conditions set forth in your June 2014 proposal shall be incorporated in this agreement.
We anticipate your program will proceed immediately.

Please acknowledge your acceptance of the terms of the agreement by signing the bottom portion of both copies of the signature page. Return one (1) copy to: Littleton/Englewood Wastewater Treatment Plant, 2900 S Platte River Drive, Englewood, CO 80110 for the official City of Englewood records and retain one (1) copy for your records.

Sincerely,

Stewart H. Fonda
Director

ACCEPTANCE OF TERMS OF AGREEMENT:

Signature | Title | Date
---|---|---
SHF/ ah

Enclosure: two signature pages

cc: Dr. Ken Barbarick, Dept of Soil & Crop Sciences, 1170 Campus Delivery, CSU, Ft Collins, CO 80523-1170
COUNCIL COMMUNICATION

<table>
<thead>
<tr>
<th>Date</th>
<th>Agenda Item</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 17, 2015</td>
<td>11 a iii</td>
<td>Gauging Stations at Union Avenue &amp; L/E WWTP</td>
</tr>
</tbody>
</table>

INITIATED BY
Utilities Department
Littleton / Englewood WWTP Supervisory Committee

STAFF SOURCE
Stewart H. Fonda, Director of Utilities
Jim Tallent, Treatment Division Manager

PREVIOUS COUNCIL ACTION

Council action of Ordinance Number 68, series of 2008, approving the prior Joint Funding Agreement with the US Department of the Interior and approving the Joint Funding Agreement for five additional one year periods.

RECOMMENDED ACTION

Littleton/Englewood WWTP Supervisory Committee recommended, on January 15, 2015, Council approve by Ordinance the renewal of an Intergovernmental Agreement for Joint Funding between the City of Englewood and the U.S. Geological Survey for two Gauging Stations and one monitoring station. Additionally, Littleton/Englewood WWTP Supervisory Committee recommended to authorize the Director of Utilities to execute the agreement and further extend the agreement for five additional one year periods.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In cooperation with the U.S.G.S. and Urban Drainage, the City of Englewood contributes to the cost of maintaining the flow gauge at Union Avenue and the flow gauge and the water quality monitor at the Littleton/Englewood Wastewater Treatment Plant. Information from this equipment is used to make calls for water releases from Chatfield to maintain necessary levels at the Union Avenue reservoir and determine state water quality permit requirements for the Littleton/Englewood Wastewater Treatment Plant.

The Utilities Department contributes funding for the Union Avenue gauging station at Union Avenue. The Littleton/Englewood Wastewater Treatment Plant contributes funding for the gauging station and the monitoring station located at the Littleton/Englewood Wastewater Treatment Plant; these costs are split 50/50 with the City of Littleton. The funding breakdown for all three stations is as follows:

<table>
<thead>
<tr>
<th>Location</th>
<th>Four Parameter Water Quality Monitor</th>
<th>Streamflow Station Gauging Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Union Ave.</td>
<td>USGS Englewood</td>
<td>USGS Englewood</td>
</tr>
<tr>
<td>$9,615</td>
<td>$5,310</td>
<td>$10,790</td>
</tr>
<tr>
<td>L/E WWTP</td>
<td>USGS L/E WWTP</td>
<td>USGS L/E WWTP</td>
</tr>
<tr>
<td>$9,615</td>
<td>$3,250</td>
<td>$4,800</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$19,150</td>
<td>$8,560</td>
</tr>
<tr>
<td>Combined Englewood and USGS Costs</td>
<td>$52,915</td>
<td></td>
</tr>
</tbody>
</table>
Englewood Share of Existing Program Costs (split 50/50 with City of Littleton) $34,740
USGS Federal Matching Funds $18,175

FINANCIAL IMPACT

The Englewood Utilities Department cost of funding the Union Avenue station is $10,790.00
The Littleton/Englewood cost of funding the South Platte River at Englewood Gauging and Monitoring Stations is $23,950.00

Total City of Englewood funding (in 2015 budgets) $34,740.00
Matching USGS funds (based on prioritization plan) $18,175.00

Total USGS Joint Funding Agreement $52,915.00

The funds are included in the respective Englewood Utilities Department and Littleton/Englewood Wastewater Treatment Plant 2015 budgets.

LIST OF ATTACHMENTS

Littleton/Englewood Wastewater Treatment Plant Supervisory Committee Meeting minutes, January 15, 2015
USGS Joint Funding Agreement and Letter, December 1, 2014
MINUTES  
SUPERVISORY COMMITTEE MEETING  
January 15, 2015  
9:00 a.m.

ATTENDING:  
Michael Penny  Littleton City Manager  
Charlie Blosten  Littleton Public Works Director  
Eric Keck  Englewood City Manager  
Rick Kahl  Englewood Public Works Director  
Andy Rottman  Hill & Robbins, P.C.  
Dennis Stowe  Manager, L/E WWTP  
Jim Tallent  Treatment Manager, L/E WWTP  
Chong Woo  Engineering/Maintenance Manager, L/E WWTP  
Mary Gardner  Environmental Compliance Manager, L/E WWTP  
Jonathan Bridges  Industrial Pretreatment Administrator, L/E WWTP  
Cindy Goodburn  Business Services Manager, L/E WWTP

Guests:  
Sarah Reeves  Brown & Caldwell  
Scott Morse  South Platte Sanitation

SECTION III - TOPICS FOR DISCUSSION AND OR ACTION

1. Recap

There was no discussion regarding flows, loadings, compliance report, and fiscal management.

2. Industrial Pretreatment

Jon Bridges reported on two different documents handed out at today’s meeting from the Sanitation District. These two addendums (1) Example Draft: Littleton Addendum – district does FOG (Fats, Oils and Grease) & POGS (Petroleum, Oil, Grease and Sand), and (2) Example Draft: Englewood Addendum – no Industrial Users; are examples of the current status of the addendum for the sanitation district with the ‘check boxes’ removed to avoid confusion. Currently, we are waiting on comments from a couple of sanitation districts. Once these comments are received we will work with Hill & Robbins and the city attorneys to prepare a final draft for Supervisory Committee review.

The only difference between these two documents will be in title. Littleton’s will be “Addendum to Sewer Service Agreement” and Englewood’s will be “Addendum to Wastewater Connector’s Agreement.

The draft example, “Littleton Addendum – district does FOG & POGS”, represents an example of the form that will be used for districts that conduct their own FOG and POGS inspections. The
Englewood example, “Englewood Addendum – no Industrial Users”, represents the form that will be used for districts that currently do not have any Industrial Users, only residential (domestic) customers.

Stu Fonda reported that he will be working with City of Englewood’s attorney to get all contracts under one ordinance.

**ACTION TAKEN – None**

3. **Regulatory Programs**

Mary Gardner reported today was the deadline to submit Littleton/Englewood WWTP’s Basis and Purpose Statement to the Commission for our temperature site specific standard. Andy Rottman reported that the Statement is done and will be sent.

**ACTION TAKEN – None**

4. **USGS Joint Funding Agreement for Gaging Stations**

There was no discussion regarding the USGS Joint Funding Agreement. Stu asked for a motion to approve.

**ACTION TAKEN – Supervisory Committee approved the Littleton/Englewood portion of the two USGS Gaging stations in the amount of $34,740. Eric Keck motioned, and Michael Penny seconded, all in favor. The motion passed.**

5. **AmWest Instrumentation and Control Support Agreement**

Stu Fonda reported that the next few items are support agreements we sign each year. This is to keep these companies available in emergencies, rather than getting a contract for every emergency. There was no discussion regarding the AmWest Instrumentation and Control Support Agreement. Stu asked for a motion to approve. Eric Keck asked if we originally had two bids. Cindy Goodburn confirmed.

**ACTION TAKEN – Supervisory Committee approved the AmWest Instrumentation and Control Support Agreement for $48,000. Eric Keck motioned, and Charlie Blosten seconded, all in favor. The motion passed.**

6. **AmWest Programming Agreement**

Stu Fonda asked for any questions in regards to the AmWest Programming Agreement for $48,000. Eric Keck asked for further clarification. Brown & Caldwell set this up originally and they can do the programming if needed. Cindy Goodburn clarified that, Fred Wilson, who was originally with Brown & Caldwell is the one who implemented the design and programming for the entire system. Fred Wilson is currently with AmWest Control. Sarah Reeves confirmed that Brown & Caldwell can still do the programming if necessary.

Charlie Blosten brought up concerns using the qualifications of this one individual over the qualifications of the company. Charlie had mentioned this same issue last year at this time. Cindy Goodburn reassured that Fred Wilson has two employees working directly under him at AmWest that are being trained to create backup for us. Stu verified that other people could come in to complete the
work, but Fred Wilson is the most familiar with our system programming. Charlie was still concerned with being tied into one individual. Eric Keck asked if there was a proposal gleaned from Brown & Caldwell for this work. Sarah Reeves stated that there was no proposal from Brown & Caldwell for this work at this time. Need for obtaining a secondary proposal from another company was discussed. Eric suggested that L/E WWTP get a backup proposal from Brown & Caldwell to alleviate concerns.

**ACTION TAKEN** – Supervisory Committee approved the AmWest Programming Agreement for $48,000. Rick Kahm motioned, and Eric Keck seconded, Michael Penny aye, Charlie Blosten nay. Three ayes and one nay. The motion passed.

7. Brown & Caldwell Professional Services Agreements for Engineering and Environmental

Charlie Blosten asked for clarification on what projects are covered under this B&C Professional Services Agreement. Chong Woo reported that these are the annual service agreements that we have throughout the year. We have certain projects that come up for example B&C may do a structural analysis for L/E WWTP. B&C is the on-call advocate here and we would call on them to help us work through engineering and environmental projects. Charlie asked if there was any specific project we are working with right now. Chong reported that there are several on-going projects through B&C right now, for example: review of the technical aspects of our electrical system to meet future needs. Sarah Reeves mentioned that permits are up for renewal right now, so B&C is helping us with submitting applications.

Eric Keck posed a question about the budgeting process itself. If we have remaining funds from the 2014 budget, and we are proposing to roll those funds into the budget for 2015, what is our exact process for carry-overs in regards to the budget. Eric would like to see things budgeted more tightly going forward.

Dennis Stowe stated that we will just close out the 2014 budget and start new in 2015.

**ACTION TAKEN** – Supervisory Committee approved the Brown & Caldwell Professional Services Agreement for Engineering and Environmental, not to exceed $40,000 for Engineering Services. Michael Penny motioned, and Eric Keck seconded, all in favor.


Chong Woo reported that this is the annual service agreement for the management and maintenance of the GIS website. Charlie asked if we had any prior bids on this contract, and Stu confirmed that we had competition earlier when we originally selected CDM Smith, Inc. to do the work. This is an off-site system that CDM Smith runs and manages. CDM Smith hosts the website on their servers, so we can all dial-in and access it. Charlie expressed concern if CDM Smith was the only company capable in doing this work. Stu verified that we would be able to find a replacement if CDM was not able to complete the work.

Charlie Blosten asked how many times this website has been used. Jon Bridges mentioned that Industrial Pretreatment uses it all the time. Eric asked about the aerial imagery update and if this was being completed in concert with the City of Englewood efforts to avoid redundancy. Chong confirmed that we were working with the City of Englewood.
ACTION TAKEN - Supervisory Committee approved a professional services agreement with CDM Smith, Inc. in the amount not to exceed $32,050. Eric Keck motioned, Michael Penny seconded, all in favor.

9. Interim Disinfection Improvements Project – Status Update
There was no discussion regarding the Interim Disinfection Improvements Project.

ACTION TAKEN – None

10. Project Status Update
There was no discussion regarding Project Status Updates.

ACTION TAKEN – None

11. Biosolids – US EPA Region 8 Sewage Sludge Permit - Expiration
Jim Tallent discussed the expiration of our permit today. The EPA is divesting itself of the biosolids program and they are consolidating the reporting aspects to the enforcement division and Kansas City. The reports will go to Kansas City as opposed to Region 8 and they will continue to go to the State as they are now. Where this is going long-term, it is unknown. Where our plant is concerned, we will continue to function as we are now.

ACTION TAKEN – None

12. 2015 US Farm Bill / Biosolids Farms
Jim Tallent discussed the US Farm Bill. This Farm Bill has more of a direct impact on the farmers themselves as far as subsidy payments and their farming operations. However, we as the land owners have to approve those plans.

We received one letter from one farmer who manages the biggest acreage of our farms. He gave us recommendations on what he would like to do. Additionally, Jim sent out letters to our other contract farmers. They are not required to do anything, but Jim is collecting information to see where the farmers want to go with this Bill so Jim can prepare any action that may need approval by the Supervisory Committee. One of the items up for discussion is to plant more corn than wheat, which will benefit L/E WWTP since the corn will use up more nitrogen than the wheat. Dennis mentioned that each city will need to sign the forms on this Farm Bill.

ACTION TAKEN – None

13. Nutrinsic Corporation Research Project
Jim Tallent discussed the Nutrinsic Corporation that is on L/E WWTP site. They are located in a couple of steel containers to the south side of the Primary Clarifiers. Nutrinsic approached L/E WWTP to do a research project investigating if it is feasible to remove nutrients from wastewater and process those nutrients into a fertilizer product. There is no impact on our process. There is no cost to us directly. This project could benefit the wastewater industry in the future. Nutrinsic will be here for anywhere between two to six months to complete their program. They will be sharing their findings with us as well. Stu mentioned that this may help with Regulation 31 in the future.

ACTION TAKEN – None
14. Methanol Competitive Bid
Stu Fonda stated this was informational only. We received a really competitive price on Methanol.
ACTION TAKEN – None

15. Brown & Caldwell Report
Sarah Reeves had nothing to report.
ACTION TAKEN – None

16. Hill and Robbins Report
Andy Rottman reported that they are continuing to work on the temperature standard with Mary Gardner and Integral. There will be a fair amount of work for this project coming up soon so we will be updating everyone after this work has been completed.

The issue we have is that the State currently calculates the temperature standard based on the winter and summer months. We have a hard time meeting those standards in the shoulder months. We have been meeting with State, EPA and Colorado Department of Parks & Wildlife (CPW) over the phone and discussed proposals. Also met with Boulder and Centennial to see what they are going to do in the upcoming rulemaking. Centennial is going to go with temporary modification, and this is important to us because they are also in Segment 14 of the South Platte River. We will ultimately have to go back to the Division and CPW and get their support of our proposal before the ruling. If we are not successful, it will have consequences for L/E WWTP. The state believes discharges can cool effluent without chillers, but most think those methods are not feasible in Colorado. Mary Gardner mentioned we have some fish data that can be very helpful to us, by showing that the fish are indeed very healthy in our Segment.

ACTION TAKEN – None

17. Question by Charlie Blosten on High BOD
Charlie Blosten posed the question as to why our figure on page IV-4 of the Monthly Report was showing a sharp increase during November 2014. Dennis confirmed that something did affect our Biological Oxygen Demand (BOD) at the plant. Someone dumped a large quantity of a soluble organic that raised the BOD for a considerable amount of time and actually put us in danger of violating our permit limit for BOD on the 7-day average. Do we know who dumped this? We know it is happening across the river to the west of us. This is a great example of how we are utilizing the GIS system to help track it. Jon Bridges and his team are investigating further. This is the third event that has happened. We have an early detection sampler in place since the December 4th event.

Charlie asked about our fiscal management section and how we are almost two million dollars under budget from 2014. He expressed his concern about the large sum of money being under-budget by. This is a lot of money that we are currently accounting for in our rates. Stu Fonda mentioned that in the past we had to get the budget amended and the two city councils decided against that, so the general direction was to give ourselves some slack in the budget. Instead of budgeting against what we budgeted last year, we can change our process to budget for what we spent the year prior. But then we see differences in correct account allocations. Michael Penny mentioned that we would like to have
the budget a bit closer, but under budget for next year. The council members are new and the city managers are new, so we would like to have this process tightened up better going forward.

18. Schedule for the Next Supervisory Committee Meeting

The next Supervisory Committee meeting is scheduled for Thursday, February 19, 2015, 9:00 a.m., at the Littleton/Englewood Wastewater Treatment Plant.

Adjourned at 9:50am
Mr. Stewart Fonda  
Director of Utilities  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110  
Attn: Mary Gardner

Dear Mr. Fonda:

The proposed cost for the U.S. Geological Survey (USGS) to continue the operation and maintenance of streamflow gages and water quality monitor in the South Platte River Basin for the period October 1, 2014 - September 30, 2015 is $52,915. Of this amount, $34,740 will be provided by the City of Englewood, $14,925 will be provided by USGS Federal Matching Funds (FMF) funds and $3,250 will be provided by the USGS National Streamflow Information Program (NSIP) funds as listed in the table below:

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>City of Englewood</th>
<th>USGS FMF</th>
<th>NSIP</th>
</tr>
</thead>
<tbody>
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<td>$52,915</td>
<td>$34,740</td>
<td>$14,925</td>
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Please note that we have implemented the Prioritization Plan for Cooperatively Funded Streamgages in Colorado. In accordance with the Prioritization Plan, the ranking of the gages covered by this agreement are "Medium" and "High" and USGS matching funds have been applied accordingly.

Work performed with funds from this agreement will be conducted on a fixed-price basis. The results of all work under this agreement will be available for publication by the U.S. Geological Survey. If this proposal is satisfactory, please sign both copies of the enclosed Joint Funding Agreement (JFA); keep one for your files; and return the remaining one to this office. Please note that NSIP funds are not included in the JFA.

USGS policy requires us to obtain approval from our Regional Director to conduct work without a signed agreement. To assist us in complying with this policy, we request that you return the signed agreement by December 30. We appreciate whatever special effort you and others in your organization will make to respond to this request. If you have questions or concerns with this proposal please contact me at 303-236-6902 or Greg Smith at 303-236-6945.

Sincerely,

Robert Kimbrough  
Associate Director, Hydrologic Data  
USGS, Colorado Water Science Center
BY AUTHORITY

ORDINANCE NO. 7
SERIES OF 2015

COUNCIL BILL NO. 7
INTRODUCED BY COUNCIL
MEMBER 

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ENTITLED "U.S. DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL SURVEY JOINT FUNDING AGREEMENT FOR WATER RESOURCES INVESTIGATIONS."

WHEREAS, the City Council of the City of Englewood approved a Joint Funding Agreement between the U.S. Geological Survey by the passage of Ordinance No. 20, Series of 1996, Ordinance No. 87, Series of 1997, and Ordinance No. 5, Series of 1999; and

WHEREAS, the Englewood City Council approved the Joint Funding Agreement for 5 additional one year periods with the passage of Ordinance No. 2, Series of 2001; and

WHEREAS, the Englewood City Council approved the Joint Funding Agreement for 5 additional one year periods with the passage of Ordinance No. 68, Series of 2008; and

WHEREAS, stream flow gages located at Union Avenue and the South Platte River, are operated and maintained by the U.S. Geological Survey and have been in operation since 1990; and

WHEREAS, the data provided by the gauging station is required by the State Water Commissioner in order to make releases from Chatfield Reservoir during low flow situations in which insufficient water is available to meet pumping demands at Union Avenue Pump Station; and

WHEREAS, the data provided by the gauging station and monitoring station located on the South Platte River in Englewood assists in determining state water quality permit requirements for the Littleton/Englewood Wastewater Treatment Plant; and

WHEREAS, this Ordinance will approve the "Joint Funding Agreement For Water Resources Investigations" with the U.S.G.S. for the period of October 1, 2014 through September 30, 2015; and

WHEREAS, the passage of this Ordinance will approve the City Manager shall be authorized to further extend the Intergovernmental Joint Funding Agreement For Water Sources Investigations between the Littleton/Englewood Wastewater Treatment Plant and the U.S. Geological Survey United States Department Of The Interior for five additional one (1) year periods; and

WHEREAS, the Littleton/Englewood Wastewater Treatment Plant contribution is $19,150 per year; and
WHEREAS, the contribution of the Englewood Utility Department is $10,790 per year; and

WHEREAS, the U.S.G.S. contribution is $18,175 per year under this Agreement; and

WHEREAS, the L/E Supervisory Committee recommended approval of this Agreement at their January 15, 2015 meeting.

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

Section 1. The intergovernmental agreement "U.S. Department Of The Interior U.S. Geological Survey Joint Funding Agreement For Water Resources Investigations", for the period of October 1, 2014 to September 30, 2015, attached hereto as "Exhibit A," is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute the Intergovernmental Joint Funding Agreement For Water Sources Investigations for and on behalf of the City of Englewood, Colorado.

Section 3. The passage of this Ordinance will approve the “Joint Funding Agreement For Water Resources Investigations” with the U.S.G.S. for the period of October 1, 2014 through September 30, 2015.

Section 4. The City Manager shall be authorized to further extend the Intergovernmental Joint Funding Agreement For Water Sources Investigations between the Littleton/Englewood Wastewater Treatment Plant and the U.S. Geological Survey United States Department Of The Interior for five additional one (1) year periods.

Introduced, read in full, and passed on first reading on the 17th day of February, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 19th day of February, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 18th day of February, 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 17th day of February, 2015.

Loucrishia A. Ellis
THIS AGREEMENT is entered into as of the 1st day of October, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Englewood, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of streamflow and water quality stations in the South Platte River basin, hereinafter called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $0.00.

(a) $14,925.00 by the party of the first part during the period October 1, 2014 to September 30, 2015

(b) $34,740.00* by the party of the second part during the period October 1, 2014 to September 30, 2015

*Unmatched $19,815.00

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to ensure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (Form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)
## City of Englewood FY 2015 Program

<table>
<thead>
<tr>
<th>Station number</th>
<th>Station Name</th>
<th>4 Parameter QW Sonde O &amp; M</th>
<th>Streamflow Stations O &amp; M</th>
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<td>Ranking</td>
<td>Total QW</td>
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<tr>
<td>06710247</td>
<td>S. Platte River below Union Ave</td>
<td>M</td>
<td>$28,765</td>
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<td>06711569</td>
<td>S. Platte River at Englewood</td>
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<td>$28,765</td>
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<td><strong>Totals</strong></td>
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<td>$28,765</td>
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* One half of Streamflow station cost paid by Englewood and the other half is funded through the Urban Drainage and Flood Control District / USGS Cooperative agreement.

- Combined Englewood and USGS Costs: $52,915
- Englewood Share of Program Costs: $34,740
- USGS Federal Matching Funds: $14,925
- NSIP (National Streamflow Information Program) funds: $3,250
COUNCIL COMMUNICATION

Date: February 17, 2015
Agenda Item: 11 c i
Subject: Resolution Setting Wages for Non-Union Employees for 2015

Initiated By: Finance and Administrative Services Department
Staff Source: Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved similar resolutions, including Resolution 73, Series of 2013 which set wage increases for non-union employees for 2014.

RECOMMENDED ACTION

Staff recommends City Council approve the attached resolution setting wages for non-union employees in 2015 similar to those granted in the 2014/2015 Collective Bargaining Agreement with the Englewood Employee Association (EEA).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Prior to 2010 wage increases were based on an employee’s performance evaluation scores which ranged from three to five percent (3%- 5%). In 2010 and 2011 wages were frozen for non-union employees. In 2012 and 2013 non-union employees received a two percent (2%) increase if their performance evaluations met or exceeded expectations.

The 2014/2015 Collective Bargaining Agreement with the Englewood Employee Association (EEA) provides for a two to four percent (2%- 4%) wage increase depending on the employee’s overall performance evaluation. Only employees meeting or exceeding “expectations” receive an increase in wages.

FINANCIAL IMPACT

The estimated cost of this increase is $288,129 for 2015 and is included in departmental budgets.

LIST OF ATTACHMENTS

Proposed Resolution
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION APPROVING A WAGE INCREASE FOR NON-UNION EMPLOYEES OF THE CITY OF ENGLEWOOD FOR 2015.

WHEREAS, the City Council of the City of Englewood approved wage increases for non-union employees for 2014 with the passage of Resolution 73, Series of 2013; and

WHEREAS, this Resolution will not apply to employees represented by a recognized collective bargaining unit in the City of Englewood because they are compensated by contract under separate resolutions; and

WHEREAS, by Charter amendment effective April 13, 1981, City Council provided for the establishment of managerial and supervisory employees within the service of the City of Englewood; and

WHEREAS, by virtue of the duties assigned to these positions by the City Manager or the City Attorney, it has been determined that they are confidential and therefore the City makes no promise of continuous employment, permanent employment or any specific length of employment and these employees are therefore excluded from membership, participation or representation in any collectively bargained employee system of the City of Englewood and are exempt from the Career Service System; and

WHEREAS, part-time benefit eligible employees are defined to be those working more than 20 and less than 40 hours per week; and

WHEREAS, City Council desires to establish a wage increase and benefits modification for directors, managerial, supervisory, confidential employees, and part-time benefit eligible employees for the year 2015; and

WHEREAS, these wage and benefits adjustments for non-union employees for the year 2015 shall be:

- A two percent to four percent (2% - 4%) wage increase depending on the employee's overall performance evaluation. Only employees meeting or exceeding "expectations" receive an increase in wages.

- Wages will be increased based on employee performance as measured by performance evaluations scores. The increase range will be from 2% to 4% and will occur on employees' evaluation dates. Employees must achieve a minimum of a "Meets Expectations" rating in order to be eligible for an increase.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:
Section 1. The Englewood City Council hereby approves 2015 wages for non-union employees as follows:

For the year 2015, wages for non-union employees will be increased based on employee performance as measured by performance evaluations scores. The increase range will be from 2% to 4% and will occur on employees' evaluation dates. Employees must achieve a minimum of a “Meets Expectations” rating in order to be eligible for an increase.

ADOPTED AND APPROVED this 17th day of February, 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

Date: February 17, 2015
Agenda Item: 11 c ii
Subject: Resolution Approving Assignment of the LCP Oxford, LLC Redevelopment Assistance Agreement

Initiated By: Community Development
Staff Source: Alan White, Community Development Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION


RECOMMENDED ACTION

Staff recommends approve a resolution authoring the assignment of the LCP Oxford, LLC Redevelopment Assistance Agreement to Oxford Station Investors, LLC.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

LCP Oxford, LLC is a company established for the purpose of developing the Oxford Station TOD. Its officers are the partners of Littleton Capital Partners, the entity that made application and processed the PUD approved by Council.

Oxford Station Investors, LLC is a newly-formed company established for the purpose of developing the Oxford Station TOD. The new company consists of Alex Brown Realty as an equity investor and LCP Oxford, LLC. LCP Oxford, LLC will convey the property to Oxford Station Investors, and LCP Oxford, LLC will be the operating manager of Oxford Station Investors, LLC.

The previous assignment was subject to and effective upon the closing of the transaction between LCP Oxford, LLC and CANV NC LLC. The sale to CANV NC LLC did not occur. The proposed assignment voids the previous assignment.

The original Agreement provides that the assignment must be approved by Council.
FINANCIAL IMPACT

Terms of the Agreement do not change. Maximum reimbursement under the agreement remains at $326,000.

LIST OF ATTACHMENTS

Letter from Littleton Capital Partners
Proposed Resolution
January 27, 2015

Alan White
Director of Community Development
City of Englewood
Englewood Civic Center
1000 Englewood Parkway
Englewood, CO 80110

Subject: Oxford Station TOD
Re-assignment of Redevelopment Assistance Agreement

Dear Alan:

We are pleased to be moving toward a 2nd quarter 2015 groundbreaking on Oxford Station TOD. A key step in moving forward was securing an equity investor, Alex Brown Realty ("ABR"), out of Baltimore, MD. Per customary practice, we have formed a new entity with ABR, Oxford Station Investors, LLC ("Oxford Station Investors") that will own the property and develop the project. Our current ownership entity, LCP Oxford, LLC ("LCP Oxford"), will convey the property to Oxford Station Investors and will then become a member of that new entity. As you are aware, LCP Oxford is party to the Development Assistance Agreement (the "Agreement") for the Oxford Station TOD dated April 15, 2013. We would like to assign the rights and obligations of LCP Oxford under the Agreement to Oxford Station Investors. It should also be noted that Littleton Capital Partners will be the operating manager of Oxford Station Investors, so the same company and its principals that the City originally dealt with on Oxford Station TOD will continue to be invested in the project and responsible for its successful execution.

As you are further aware, a resolution approving the assignment of the agreement to CANV NC, LLC ("CANV") was adopted on April 15, 2013. At that time, we had intended to sell the property to CANV. The resolution states that the assignment is subject to and effective on the date that CANV closes on its purchase of the property. We terminated negotiations with CANV over a year ago, and are now proceeding with the development ourselves in partnership with ABR, as discussed above. Therefore, it seems that the new assignment to Oxford Station Investors should also document the termination of the CANV assignment.

Thanks for your assistance with this request. Please let us know if you need anything further regarding the new assignment.

Sincerely,

Jonathan Bush
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION APPROVING THE SECOND ASSIGNMENT OF A REDEVELOPMENT ASSISTANCE AGREEMENT PREVIOUSLY MADE WITH LCP OXFORD, LLC, FOR THE REDEVELOPMENT OF THE OXFORD STATION TOD IN THE CITY OF ENGLEWOOD, COLORADO TO OXFORD STATION INVESTORS, LLC.

WHEREAS, the successful attraction and retention of high quality development to the City of Englewood provides employment and housing opportunities and increased revenue for citizen services which is an important public purpose; and

WHEREAS, it is important for the City of Englewood to attract new sales and use tax revenue in the City and remain competitive with other local governments in creating assistance for redevelopment of under utilized and vacant land and structures existing space in the City; and

WHEREAS, LCP Oxford, LLC has purchased the property and plans to demolish the former manufacturing facility of approximately 3.5 acres and build a 252 unit multifamily residential project located at 1366 West Oxford Avenue; and

WHEREAS, a Redevelopment Assistance Agreement was proposed between the City and LCP Oxford, LLC, which was approved by Resolution No. 38, Series of 2013, said agreement was then assigned to CANV NC, LLC on April 15, 2013 by Resolution No. 39, Series of 2013 upon the sale of the property to that company; and

WHEREAS, Paragraph 12 of the Redevelopment Assistance Agreement provides that this Agreement is personal to LCP Oxford, which may not assign any of the obligations, benefits or provisions of the Agreement in whole or in any part without the express written authorization of the City Council; and

WHEREAS, the sale of the property to CANV NC, LLC did not occur, which voided the previous assignment of said agreement; and

WHEREAS, LCP Oxford, LLC has established another company for the development of the Oxford Station TOD, PUD and wishes to assign its rights in the original agreement (Resolution No. 38, Series of 2013) to the new company, Oxford Station Investors, LLC.

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

Section 1. The assignment of the Redevelopment Assistance Agreement between the City of Englewood and LCP Oxford, LLC. is hereby approved. This assignment is subject to LCP Oxford, LLC and Oxford Station Investors, LLC closing on the sale of the property located at 1366 West Oxford Avenue
ADOPTED AND APPROVED this 17th day of February, 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

Date: February 17, 2015
Agenda Item: 11 c iii
Subject: Purchase of Arctic Shark Ice Removal Tool

Initiated By:
Public Works

Staff Source:
Rick Kahm, Public Works Director
Brad Hagan, Streets Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The vision of the City of Englewood is to promote and ensure a high quality of life, economic vitality and a uniquely desirable community identity through the delivery of reliable, affordable and flexible services and proactively collaborating with our citizens and business to develop an environment that fosters safety and opportunity.

RECOMMENDED ACTION

Staff recommends Council approve a resolution authorizing the purchase of an Arctic Shark ice removal tool from Macdonald Equipment Company, the distributor of the sole-source manufacturer, Ultratech LLC, in the amount of $39,265.00.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2007, following the particularly harsh winter of 2006, the Public Works Department reevaluated the method of ice removal being used by the Streets Division. At that time, the division was using road graders to remove ice buildup along the south sides of avenues. After much discussion, the staff determined that due to the extensive damage being done to the streets and concrete curbs and gutters, as well as the graders themselves, ice removal would only be done when certain criteria was met. Since then ice removal is only done if ice is preventing drainage and flooding of property is imminent; or if ice buildup extends into the traveled portion of the street, causing a hazard.

A new product, the Arctic Shark, was introduced and used with great success in Castle Rock, Littleton and Centennial, among others. The device is a rolling mechanical ice breaking attachment for front end loaders and road graders. The Streets Division receives frequent requests for ice removal, staff believes this device can meet these requests.
FINANCIAL IMPACT

This purchase was not in the approved 2015 Budget. The purchase amount of $39,265.00 will come from the Road and Bridge Funds. No projects or improvements will be delayed or taken off the table in calendar year 2015 as a result of this purchase.

LIST OF ATTACHMENTS

American City and County article “Menacing Tool Clears Town’s Icy Streets”
Proposed Resolution
'MENACING' TOOL CLEARS TOWN'S ICY STREETS

Colorado town breaks up tough ice with new attachment

With the snow and ice season in full swing last January, Castle Rock, Colo., faced a daunting problem. Every significant winter snowfall was followed by melting during the day and refreezing at night, which created a buildup of thick ice on roadways and shaded curbs. The Streets Division struggled to provide safe mobility on high-volume streets, and resident complaints in residential areas were on the rise. Limited personnel and equipment added to the problem.

The staff found that sanding materials were ineffective, and loaders and graders faced potential damage because they were not designed to tackle thick road ice. Dave Frost, streets superintendent, began looking for alternatives. His research led him to look for a mechanical ice removal method that would break up the ice with less environmental impact than chemical methods alone.

The town purchased the Arctic Shark, made by Loveland, Colo.-based Ultramech, in February. The device is a rolling mechanical ice-breaking attachment for wheel loaders and motor graders. The streets division found that it would break apart the ice with a few passes, and then crews could plow the resulting ice rubble out of the way. "It worked very well on the places where the road and curb areas are flat, causing ice dams and buildup from day-melt and night-freeze cycles," Frost says.

When crews needed to use granular chemical deicer to eliminate icy patches, they would pock-mark the ice with the attachment before applying the deicer. That allowed the granules to penetrate deep into the ice and accelerated ice removal with far fewer chemicals.

As a result of using the equipment, Frost reported a dramatic increase in ice removal. In January, before the attachment purchase, the streets division cleared 4.9 lane miles of ice using six operators and six pieces of equipment. In February, using the device, the division posted 39.5 lane miles of ice control using three operators and three pieces of equipment. The February monthly report showed that the new method of ice removal was eight times more efficient than the previous month. "The unit essentially paid for itself in approximately one month's use, just in cost savings and productivity," Frost says.

In addition to completing assigned ice removal duties, the town also eliminated a backlog of approximately 105 ice complaints from residents. In fact, a Castle Rock resident attended the February town council meeting to complement the town on what a good job of ice removal they were doing with "that menacing-looking ice thing."
RESOLUTION NO. _____
SERIES OF 2015

A RESOLUTION AWARDING A SOLE SOURCE CONTRACT FOR THE PURCHASE OF AN ARCTIC SHARK ICE REMOVAL TOOL TO MACDONALD EQUIPMENT COMPANY.

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, the City of Englewood, Streets Division receives frequent requests for ice removal; and

WHEREAS, it is important for the City of Englewood to facilitate ice removal from City streets in a more efficient manner, causing less damage to street surfaces and City equipment; and

WHEREAS, Ultraceh LLC is the only manufacturer of this device and Ultraceh LLC has chosen Macdonald Equipment Company as the sole source to offer the Arctic Shark for sale; and

WHEREAS, funds for this purchase would come from the Road and Bridge Account.

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 Macdonald Equipment Company for the purchase of the Arctic Shark Ice Removal Tool, in lieu of the competitive bid process as allowed by Section 116(b) of the Englewood Home Rule Charter in the amount of $39,265.00, attached hereto as Exhibit A.

ADOPTED AND APPROVED this 17th day of February, 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
We are pleased to quote the following pricing:

1 Ea. Model D108 (Standard size for D Series)

108" Arctic Shark™ ice breaker for Wheel Loader or Motor Grader. Frame dimensions 109"W x 35 3/8"D x 56"H, dual articulation, 5" articulation range per sub-frame; weight 2606 pounds (without mount), equipped with 20 wheels and 120 replaceable teeth (6 teeth per wheel) and fast adaptor mount.

TOTAL PRICE: $39,265.00

Units quoted from stock are quoted subject to prior sales. Prices subject to adjustment to comply with manufacturer prices in effect at date of shipment and quotation automatically expire thirty (30) days from its date. Prices quoted do not include any state, local, FET and/or other applicable taxes and such taxes (if any) shall be paid by the purchaser in addition to the quoted price, unless shown separately above. Delivery quoted is an estimate only and is based on the date of this quotation and is further subject to any delay encountered in receiving a firm order and to other factors beyond our control. Price does not include chassis or equipment modifications that may be necessary due to unforeseen compatibility issues. Customer will be contacted for approval before any modifications are made. Paint, if applicable, will be matched as closely as possible. An exact match cannot be guaranteed. Warranty is limited to that on new machines as provided by the manufacturers, copies of which are available on request. It is understood that there are no verbal agreements or understandings, which in any manner conflict with the written terms of this quotation.

F.O.B.: Englewood, CO 80110
Estimated Shipping: In Stock subject to prior sale
Net: 30

Macdonald Equipment Company:

Approved by: Submitted by:

Bill Phelps, General Manager Ken Owens, Territory Sales Manager
Q0115-003KO
RESOLUTION NO. ______
SERIES OF 2015

A RESOLUTION ESTABLISHING THE ANNUAL SALARY FOR THE CITY ATTORNEY
OF THE CITY OF ENGLEWOOD, COLORADO FOR THE CALENDAR YEAR 2015.

WHEREAS, the City Council, by Section 64 of the Englewood Home Rule Charter, has the
responsibility of establishing salary for the City Attorney; and

WHEREAS, the City Council has determined to give the City Attorney a 3% increase based
upon experience, competitive municipal attorney salaries and satisfaction with performance; and

WHEREAS, the City Attorney’s current salary is $169,224 and shall be increased to
$174,301; and

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

Section 1. For the year of 2015 the annual base pay for the City Attorney shall be increased
3% commencing on his anniversary.

ADOPTED AND APPROVED this 17th day of February, 2015

________________________________________
Randy P. Penn, Mayor

ATTEST:

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