

## Council Request Update

November 12, 2015

### **Council Request 15-218 (iBake Violations)**

**Requested by:** Council Member Jefferson

**Assigned to:** Police/Fire Marshal/Community Development (Building Division)

**Request:** Request for staff to research and report on any violations surrounding the iBake Englewood site, including odor complaints, impaired individuals, and other violations related to the facility, including Building Code and Fire Marshal matters.

**Response:** The attached memos from Chief Building Official Lance Smith and Deputy Chief Sanchez provide the requested information.

### **Council Request 15-220 (Motel Inspections – Clean Air Act)**

**Requested by:** Council Member Wilson

**Assigned to:** Police Department

**Request:** Request for staff to inspect Englewood's motels for compliance with the Colorado Clean Indoor Air Act.

**Response:** The attached memo from Sergeant McGrath details the findings of his motel inspections.

### **Council Request 15-222 (Small Lot Inquiry)**

**Requested by:** Council Member Yates

**Assigned to:** Community Development

**Request:** Request for information on small residential lots throughout Englewood.

**Response:** The attached memo from Planner II Brook Bell provides the requested information.

### **Council Request 15-223 (3200 S. Downing/Corona Alley Code Violations)**

**Requested by:** Council Member Yates

**Assigned to:** Police (Code Enforcement)

**Request:** Report of assorted Code violations in the 3200 block alley between South Downing and Corona Streets.

**Response:** The attached memo from Commander Condreay details the actions taken in this neighborhood.

### **Council Request 15-224 (P&Z Background on Urban Lot Decision)**

**Requested by:** Council Member Yates

**Assigned to:** Community Development

**Request:** Request for details on the Planning and Zoning Commission's review and decision related to the 4635 S. Pearl Street Urban Lot Appeal.

**Response:** The background materials are included in the November 16, 2015, City Council agenda materials.

### **Council Request 15-225 (Traffic Counts)**

**Requested by:** Mayor Penn

**Assigned to:** Public Works

**Request:** Request for traffic counts on Santa Fe, Hampden (Hwy. 285), Broadway, and Oxford.

**Response:** The attached memo from Traffic Engineer Ladd Vostry provides the requested information.

**Council Request 15-226 (W. Grand Ave. Police Activity)**

**Requested by:** Council Member Gillit

**Assigned to:** Police Department

**Request:** Resident concerns regarding recent Police activity in his neighborhood.

**Response:** The attached memo from Sergeant McKay provides background on the situation in question.

**Council Request 15-227 (City Attorney Resignation & Contract)**

**Requested by:** CORA Request

**Assigned to:** City Attorney

**Request:** Request for a copy of the City Attorney's resignation and employment contract.

**Response:** The requested information is attached.

# 2015 COUNCIL REQUESTS

Number	Request Date	Request Type	Requested by	Request	Assigned To	Due Date	Follow-up Date	Date Completed
15-195	9/29/2015	S	Gillit	Follow-up Sign Code Inspector at Best Deal	CD	10/2/2015		10/6/2015
15-196	9/29/2015	I	Yates	Comparison of 'head shop' zoning regulations	CD	10/2/2015		10/15/2015
15-197	9/29/2015	I	Penn	Report on illegal activities at current 'head shops'	PD	10/2/2015		10/9/2015
15-198	10/1/2015	I	McCaslin/Wilson	Hotel/Motel Legislation	CAO etc.	10/6/2015		10/5/2015
15-199	10/2/2015	I	Gillit	Solar Output Report/Monitoring	CMO	10/7/2015		11/3/2015
15-200	10/2/2015	I	Gillit	4945 S. Delaware - Follow-up/Enforcement	PD/CD	10/7/2015		10/5/2015
15-201	10/5/2015	I	Jefferson	IPMC Update - Info to Business Owners	CD	10/8/2015		10/7/2015
15-202	10/5/2015	I	Olson	Public Art Requirement Inquiry (Developments)	CD	10/8/2015		10/15/2015
15-203	10/5/2015	I	Wilson	IPMC - Depot Application	CD/PD	10/8/2015		10/8/2015
15-204	10/5/2015	I	Council	MOA Letter to Council	CMO	10/8/2015		10/6/2015
15-205	10/6/2015	S	Penn	CityCenter Vagrant Behavior Concerns	PD	10/9/2015		10/15/2015
15-206	10/12/2015	I	Penn	Oxford/Windermere Pedestrian Access - Follow-up	PW	10/15/2015		10/15/2015
15-207	10/12/2015	S	McCaslin	Report of an unsafe front porch - 4245 S. Delaware	CD	10/15/2015		10/14/2015
15-208	10/12/2015	S	McCaslin	Code Violations - Cherokee & Delaware	PD	10/15/2015		10/15/2015
15-209	10/14/2015	I	Yates	Construction Hours Code Change Inquiry	PD/CD	10/19/2015		10/28/2015
15-210	10/19/2015	S	Wilson	Demo Permit Inquiry - 2700 block S. Grant	CD	10/21/2015		10/19/2015
15-211	10/19/2015	I	McCaslin	Trans-Pacific Partnership Study Session	CMO	10/22/2015		10/20/2015
15-212	10/19/2015	I	Wilson	Demolition Timeline Inquiry	CD	10/22/2015		10/21/2015
15-213	10/19/2015	I	Gillit/Jefferson	Owner Contact - Motel Licensing Requirement	FAS	10/22/2015		10/26/2015
15-214	10/19/2015	I	Wilson	Developer Process Inquiry	CD	10/22/2015		10/29/2015
15-215	10/19/2015	I	Penn	Parks & Recreation Awards List	PR	10/22/2015		10/20/2015
15-216	10/23/2015	S	Penn	Early morning Construction Activity - Swedish	PD	10/27/2015		10/26/2015
15-217	11/2/2015	I	Olson	Marijuana Social Clubs Subcommittee Roster	FAS	11/5/2015		11/4/2015
15-218	11/2/2015	I	Jefferson	iBake Violations/Complaints	PD/CD	11/5/2015		11/10/2015
15-219	11/2/2015	S	McCaslin	Cultural Arts Sculpture Review	PR	11/5/2015		11/6/2015
15-220	11/2/2015	I	Wilson	Motel Inspections - Smoking Rooms State Statute	PD	11/5/2015		11/9/2015
15-221	11/2/2015	I	Jefferson	Study Session - ESBDC Loans	CD/CMO	11/5/2015		11/4/2015
15-222	11/3/2015	I	Yates	Small Lot Inquiry	CD	11/5/2015		11/12/2015
15-223	11/3/2015	I	Yates	3200 S. Downing/Corona Alley Code Violations	PD	11/5/2015		11/12/2015
15-224	11/3/2015	I	Yates	4635 S. Pearl Urban Lot Appeal - P&Z Background	CD	11/6/2015		11/12/2015
15-225	11/4/2015	I	Penn	Traffic Counts	PW	11/6/2015		11/9/2015
15-226	11/12/2015	I	Gillit	W. Grand Ave. Police Activity	PD	11/16/2015		11/12/2015
15-227	11/12/2015	I	Resident	City Attorney Resignation & Contract	CAO	11/16/2015		11/12/2015

**S = Service**  
**I = Information**

CA - City Attorney; CMO - City Manager's Office; CD - Community Development; EEF - Englewood Environmental Foundation  
FAS - Finance and Administrative Services; FD - Fire Department; LIB - Library; MC - Municipal Court; PR - Parks and Recreation;  
PW - Public Works; PD - Police Department; UT - Utilities; WW = Wastewater Treatment Plant



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

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MEMORANDUM

TO: Michael Flaherty, Acting Director Community Development  
FROM: Lance Smith, Chief Building Official  
DATE: October 21, 2015  
SUBJECT: CR #15-218 I-Bake Violations

**Request for staff to research and provide a report on any and all violations surrounding the iBake Englewood site, including odor complaints, impaired individuals, and other violations with the facility including Building Code/Fire Marshal matters.**

On October 8, 2015 the owner of iBake was issued a summons for installing a mechanical exhaust system without benefit of permits. This action resulted in a Mechanical Permit being issued on October 21, 2015. The first inspection resulted in a correction notice for lack of make-up air, final inspection is pending.

During the inspection the owner of iBake stated that he was in contact with the owner of Acres regarding smoke odors and was in the process of sealing all openings between buildings.

We have not received any odor complaints from Acres or the surrounding businesses.

# MEMORANDUM

**To:** John Collins, Chief of Police  
**From:** Jeff Sanchez, Deputy Chief  
**Date:** November 6, 2015  
**Subject:** Council Request #15-218

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**Council Response #15-218 - (iBake Violations/Complaints)**

**Assigned to: Police Department / Community Development**

**Date Assigned: November 3, 2015**

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Staff was requested to research and provide a report on any and all violations surrounding the iBake Englewood site, including odor complaints, impaired individuals, and other violations with the facility including Building Code/Fire Marshal matters.

A check of Police records indicates only one call-for-service since May 1, 2015. On October 8, 2015, the Police Department assisted the Chief Building Official, Lance Smith, with a building code violation. Work was done without a building permit – a summons was issued.

We also did a records check at 3999 S. Broadway (Acres restaurant) which is adjacent to iBake. There was only one call-for-service which was a motor vehicle accident report.

I checked with Code Enforcement and they have not had any calls-for-service at either location since May 1, 2015.

EFD had no calls-for-service at either location from May 1, 2015 to May 31, 2015. Denver Fire has had no calls-for-service at either location since beginning service to Englewood on June 1, 2015. At the time of this update, I am still awaiting for data from Denver Health to determine if they have had any calls to the aforementioned locations.

## **MEMORANDUM**

**To: Deputy Chief of Police Jeff Sanchez**  
**From: Sergeant Reid McGrath**  
**Date: November 5, 2015**  
**Subject: Council Request 15-220**

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**Council Request 15-220**  
**Assigned to: Police**  
**Date Assigned: November 3, 2015**

### **Motel Compliance with Clean Air Act**

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On September 8, 2015, City Council conducted a Study Session and the topic of motels and their compliance with the Colorado Clean Indoor Air Act was brought up. I was then assigned to look into each motel throughout the city to ensure that all motels were in compliances of the law.

I visited all four motels within the City of Englewood to ensure compliance with the Colorado Clean Indoor Air Act (CCIAA). The CCIAA bans smoking in 75% of the sleeping quarters, but allows an exception for 25% of the sleeping quarters to allow smoking inside the sleeping quarters. In late September, I visited all four motels to check their compliance with the CCIAA, and educate the owners if the motel were not in compliance. During my visit with each motel, I handed out a copy of the CCIAA. Each motel took that copy and placed it by the front desk for all occupants to see. As of today's date all motels are either in compliance or not open for business. Please see below details.

I contacted the Lucky U Motel and found out no smoking is allowed in any of the rooms, making the sleeping quarters of the motel 100% smoke free. The owner does allow smoking for occupants in the parking lot, 15 feet away from the building. I found the Lucky U Motel is in compliance of CCIAA.

I contacted the 4U Motel and learned the owners did not know about the CCIAA. The owners told me they had about 15 of their rooms were designated for smoking and the remaining were non-smoking. I told the owners they were not in compliance of CCIAA and I educated them on how to get into compliance. The 4U Motel has 21 rooms so to fall into compliance 5 of their rooms could be designated for smoking and the remaining 16 would be designated non-smoking. I returned a few weeks later to follow up with the 4U Motel to ensure their compliance. The owners had designated 5 of their

rooms as smoking and 16 as non-smoking. They also had placed no smoking signs in the non-smoking rooms. Twenty four percent of the rooms are designated smoking, while 76% of the rooms are designated as non-smoking rooms, making the 4U Motel in compliance with CCIAA.

I contacted the Wright Motel and found out that about half the rooms were designated smoking and non-smoking. I educated the owner about CCIAA and told him about the 25% to 75% ratio of smoking to non-smoking rooms. The Wright Motel has 22 rooms and to fall in compliance, must have 5 designated smoking rooms and 17 non-smoking rooms. This would place them at 23% of smoking room and 77% of non-smoking rooms. I returned a few weeks later to ensure compliance of the Wright Motel. I spoke with the manager who had changed the designated smoking and non-smoking rooms to be in compliance. The owner had designated 5 rooms on the top floor of the motel to be designated smoking rooms. The owner placed the designated rooms on the top floor so smoke would not bother any occupants on the lower levels. The Wright Motel is in compliance of CCIAA.

I visited with the owner of the Holiday Motel regarding the CCIAA. As it stands the Holiday Motel is currently shut down and is in the process of remodeling. I spoke with owner about being compliant with CCIAA when he reopens the motel. The owner ensured me that he would be in compliance. We discussed what the other motels had done to get in compliance with the law. The owner stated he would potentially adopt the policy of no smoking allowed in any rooms. A follow up with the Holiday Motel will be conducted when the motel is back open to ensure the motel is compliant with the CCIAA.



# M E M O R A N D U M

## C O M M U N I T Y D E V E L O P M E N T

TO: Mayor Penn and Council Members

THROUGH: Eric Keck, City Manager  
Michael Flaherty Deputy City Manager  
Harold J. Stitt, Senior Planner

FROM: Brook Bell, Planner II

DATE: November 12, 2015

SUBJECT: Council Request 15-222 - Small Lot Inquiry

The request is for staff to provide information on how many residential 35 foot width lots or small lots, developed and undeveloped, there are in Englewood. Photos of properties that have been developed or a list of addresses were also requested.

The intent of the request is to determine the number of residential small lots that could be developed within the City; and if they have been developed, what do they look like? The 35 foot lot width stated in the request does not fully include the range of dimensional standards associated with the City's various residential zone districts. In order to provide more accurate information regarding small lots (hereafter called "Urban Lots"), the following table shows the approximate number and width of the various urban lot types by zone district.

Approximate Urban Lot Quantities and Lot Widths by Zone District						
	Existing or Historic Dwelling on an Urban Lot (No Hearing Required)		Vacant Urban Lot (Hearing Required)		Existing Dwelling or Vacant on a Nonconforming Urban Lot (Hearing Required)	
Zone District	Lot Width (in feet)	Approx. Quantity	Lot Width (in feet)	Approx. Quantity	Lot Width (in feet)	Approx. Quantity
R-1-A & R-1-B	≥25 to <50	13	≥25 to <50	0	<25	-
R-1-C	≥25 to <37	26	≥25 to <37	14	<25	-
R-2 & R-3	≥25 to <40	175	≥25 to <40	1	<25	-
Medical (M)	≥25 to <40	1	≥25 to <40	0	<25	-
Total		215		15 <sup>1</sup>		45 <sup>2</sup>

**Table Notes:**

<sup>1</sup> Many of the Vacant Urban Lots are remainder parcels associate with larger developed properties and are less likely to see redevelopment activity.

<sup>2</sup> Approximately 31 of the 45 nonconforming urban lots are attached townhomes and are unlikely to see redevelopment activity.



Providing an address list of the 275 urban lots, or photos of those that have been developed was not possible in the short term Council request timeframe. However, maps showing approximate number and width of the various urban lot types by zone district are attached. Additionally, photos of a two story house developed this year on a 25 foot wide Urban Lot at 2951 South Lincoln Street are also attached, as well a photo of the original house that was removed.

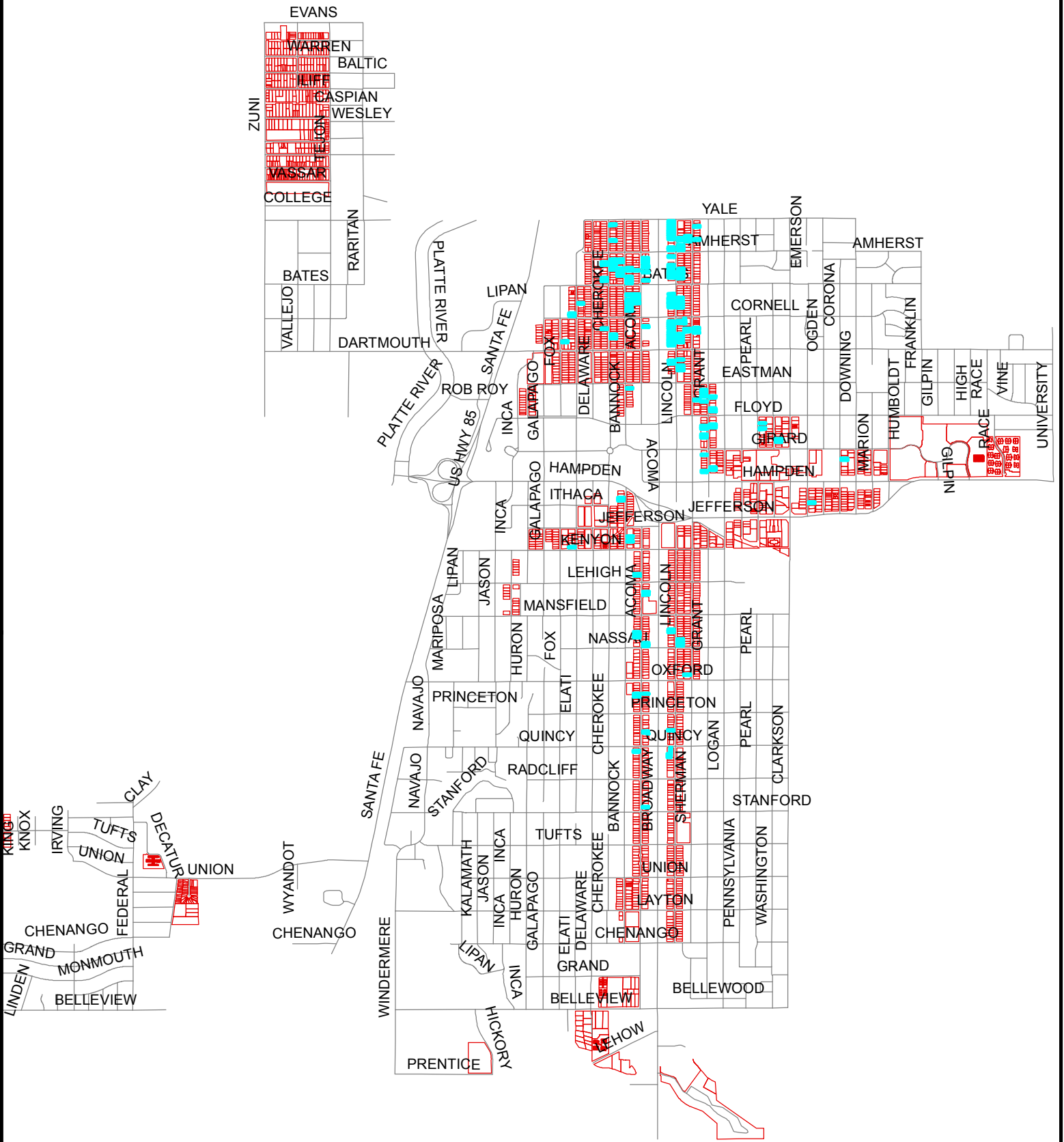
The new house at 2951 South Lincoln Street is in the MU-R-3-A zone district and meets current zoning and building codes. Since there was an existing home on the property, no hearing was required for the new home.

Attachments:

- Small Lot Maps
- Photos of 2951 South Lincoln Street



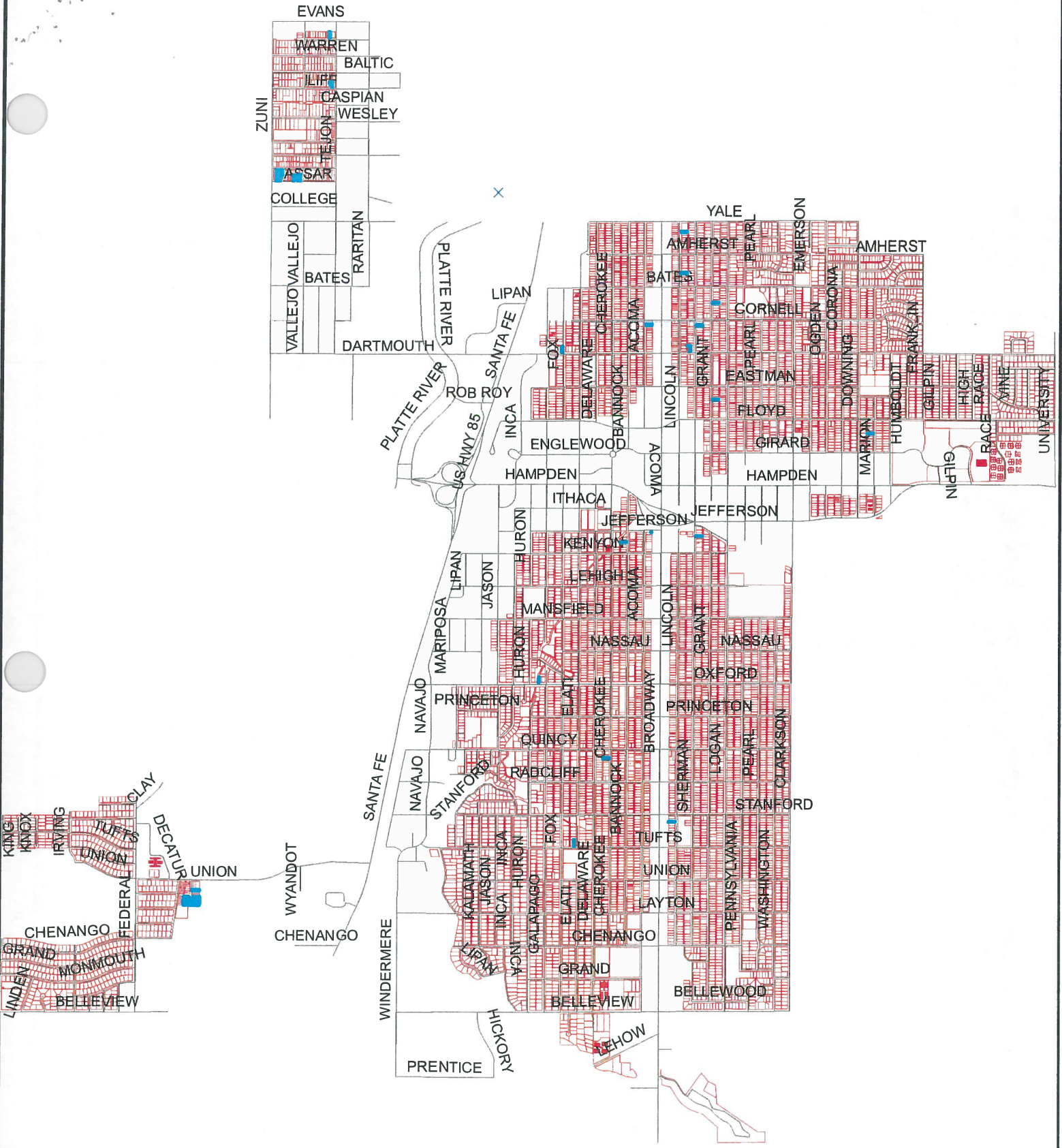




**Small Lots Located in R-2 and R-3 Zones with Lot Frontage Between 25 and 39.9 Feet (176 properties)**







**Small Lots Located in Residential Zones with Lot Frontage Between 0 and 24.9 Feet (45 properties)**











11/8/2015

2950 S Lincoln St - Google Maps



[https://www.google.com/maps/place/2951+S+Lincoln+St,+Englewood,+CO/@39.6831557,-104.9863682,3a,75y,268.84h,90t/data=!3m1!1e1!3m1!1sLTAA1X\\_MSkryYdpJnX8rQI2e07113312I8I68564m2!3m1!1s0x0:0xab082d0e839fe2718m1!1e1](https://www.google.com/maps/place/2951+S+Lincoln+St,+Englewood,+CO/@39.6831557,-104.9863682,3a,75y,268.84h,90t/data=!3m1!1e1!3m1!1sLTAA1X_MSkryYdpJnX8rQI2e07113312I8I68564m2!3m1!1s0x0:0xab082d0e839fe2718m1!1e1)

## **MEMORANDUM**

**To: Chief of Police John Collins**  
**From: Commander Gary Condreay**  
**Date: November 11, 2015**  
**Subject: Council Request 15-223**

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**Council Request 15-223**  
**Assigned to: Code Enforcement**  
**Date Assigned: November 2, 2015**

### **3200 S. Downing/Corona Alley Code Violations**

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On November 3<sup>rd</sup> and November 4, 2015 Code Enforcement Officer Faseruk inspected the 3200 block S. Corona St- S. Downing St. alley. Notices of Violation were issued to the below-listed properties and compliance inspections have been scheduled for November 12, 2015.

3200 S. Corona St.: Notice issued for violation of #15-7-3 Accumulation of Trash.  
3226 S. Corona St.: Notice issued for violation of #15-7-3 Accumulation of Trash.  
3240 S. Corona St.: Notice issued for violation of #15-7-3 Accumulation of Trash.  
3258 S. Corona St.: Notice issued for violation of #11-5-5 Right-of-Way Obstruction (shrubs), #15-7-3 Accumulation of Trash, and #15-6-1 Grass and Weeds.  
3201 S. Downing St.: Notice issued for violation of #15-6-1 Grass and Weeds.  
3235 S. Downing St.: Notice issued for violation of #15-7-3 Accumulation of Trash.

During inspection and enforcement, no evidence was located reference any rodents.



# M E M O R A N D U M

## C O M M U N I T Y D E V E L O P M E N T

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TO: Mayor Penn and Council Members

THROUGH: Eric Keck, City Manager  
Michael Flaherty Deputy City Manager  
Harold J. Stitt, Senior Planner

FROM: Brook Bell, Planner II

DATE: November 12, 2015

SUBJECT: Council Request 15-224 – Background on Urban Lot Decision

The request is for staff to provide information as it pertains to the appeal of the Planning and Zoning Commission decision on 4635 South Pearl Street including; all background and historical material relating to Planning and Zoning Commission's review of the findings of fact and determination that the property conformed with the small urban lot designation.

The information requested in this Council Request has been included in the Council Communication for the Urban Lot Appeal in the November 16<sup>th</sup> Council packet.

# MEMORANDUM

**TO:** City Council

**THROUGH:** Eric A. Keck, City Manager

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

**FROM:** Ladd Vostry, Traffic Engineer

**DATE:** November 5, 2015

**SUBJECT:** TRAFFIC COUNTS INQUIRY  
COUNCIL REQUEST NO. 15-225

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City Council requested daily traffic counts on Santa Fe (SH-85), Hampden (SH-285), Broadway, and Oxford Avenue.

Following is the latest available daily traffic volume data included in DRCOG's Regional Traffic Count Program:

## **Santa Fe (SH-85)**

- 70,200 north of SH-285 (April 2013)
- 80,400 north of Oxford (September 2014)

## **Hampden/Jefferson (SH-285)**

- 64,200 east of SH-85 (August 2011)
- 62,300 east of Broadway (October 2011)

## **Broadway**

- 23,100 south of Yale (May 2013)
- 36,700 south of SH-285 (May 2013)

## **Oxford Avenue**

18,400 east of SH-85 (2014) (\*)  
10,300 west of Broadway (August 2013)

(\*) Source: Oxford Station Traffic Impact Analysis (Felsburg Holt & Ullevig)



## MEMORANDUM

**To: Chief of Police John Collins**  
**From: Sergeant Mark McKay**  
**Date: November 12, 2015**  
**Subject: Council Response 15-226**

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### **Council Request 15-226**

**Assigned to: Police Patrol**

**Date Assigned: November 12, 2015**

**Inquiry regarding police patrol response to 3398 W. Grand Ave. (Case Report # 1511594)**

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On Tuesday November 10, 2015, at approximately 1230 hours, Englewood Police patrol officers responded to 3398 W. Grand Ave. on a report of a felony menacing with a handgun. Dispatch aired a report of a male occupant of the residence had brandished a handgun at the victim who was attempting to retrieve some personal belongings from the residence.

Officers established an exterior perimeter of the residence and two of the occupants eventually came out of the residence after being ordered out by police via loud speaker. There was a third occupant of the residence that was known to have a warrant for her arrest who refused to exit the residence. Officers entered and searched the residence for this suspect and located the wanted juvenile hiding in the basement and she was taken into police custody.

All three occupants of the residence had outstanding warrants for their arrest and were additionally charged criminally for resisting arrest and interference with police and transported to jail.

Once the critical incident was resolved, police officers contacted several neighbors in the immediate area and informed them of the situation.

This entire incident was handled by on-duty police patrol officers and did not require the assistance of any specialty units such as the SWAT team.

On November 12, 2015, I contacted the source (citizen) of this Council Request via phone and he relayed that he lives on Monmouth Avenue, but not directly behind the Grand address in question. This citizen stated that he telephoned police dispatch the evening of the incident at approximately 5:30 p.m. and was put on hold for an extended period of time. I informed the citizen that this time period is normally extremely busy for dispatch and they must prioritize calls. The citizen stated he understands and admitted he did not wait on the phone long before hanging up. The citizen stated that Tuesday, someone entered his back yard and the shed was opened and his vehicle was scratched on its side. I

informed this citizen that officers did not see anyone exit the Grand address that would have had access to his yard and no Englewood police officer entered his property during this incident.

I suggested he call police dispatch and report all future suspicious activities. I also informed this citizen that the police department's Impact Team will follow up with the property owner of 3398 W. Grand Avenue to inform them of the previous police responses and potential public nuisance associated with this address.

I provided this citizen my personal contact information and welcomed him to contact me directly for any additional questions or concerns.

As a general rule, and when circumstances and timing allow, the Police do try to contact immediately-adjacent residents following critical incidents such as these to let them know the outcome and assure neighbors that their safety is a priority.

## Dan Brotzman

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**From:** Dan Brotzman  
**Sent:** Monday, November 02, 2015 7:26 AM  
**To:** Randy Penn Home Account; Linda Olson; Jill Wilson; Bob McCaslin; Joe Jefferson; Rick Gillit; Steven Yates

City Council,

Please accept this letter as notice of my resignation.

Per the terms of my employment contract, I will continue to work as City Attorney for the next two months, completing my employment on January 8, 2016. I will continue my normal duties and work to help select and transition in a new person or firm to fill my role. If there are any areas in particular you would like me to focus on during my notice period, please let me know.

I have loved serving the City of Englewood and am thankful for the opportunities given to me during my time here.

Yours sincerely,

Daniel L. Brotzman

RESOLUTION NO. 30  
SERIES OF 1995

A RESOLUTION APPOINTING DANIEL L. BROTZMAN AS CITY ATTORNEY  
FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, under authority of the Englewood Home Rule Charter, Article IX,  
Section 64, the City Council is empowered to appoint the City Attorney who shall be  
the legal representative of the City and who shall advise the Council and City  
Officials in matters relating to the official powers and duties; and

WHEREAS, City Council has made its selection of a new City Attorney;

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

Daniel L. Brotzman shall be and is hereby appointed City Attorney for an  
indefinite term as provided in Section 64 of the Home Rule Charter, and in  
accordance with the employment agreement approved, commencing March 6, 1995.

ADOPTED AND APPROVED this 6th day of March, 1995.

Thomas J. Burns  
Thomas J. Burns, Mayor

ATTEST

Loucrishia A. Ellis  
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. 30 Series of 1995.

Loucrishia A. Ellis  
Loucrishia A. Ellis



## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on this 6th day of March, 1995, between THE CITY OF ENGLEWOOD, COLORADO ("the City") and DANIEL L. BROTZMAN.

1. Appointment and Acceptance. Pursuant to the provisions of Article IX, Part 1, Section 64, of the Englewood Home Rule Charter, the City Council of the City of Englewood, hereby appoints Daniel L. Brotzman as City Attorney and Mr. Brotzman accepts such appointment subject to the provisions of the City Charter and the terms of this Agreement.

2. Term of Agreement. Mr. Brotzman shall serve as City Attorney at the pleasure of the City Council.

3. Compensation. For and in consideration of all services to be provided by Mr. Brotzman as City Attorney, the City agrees to pay Mr. Brotzman an annual salary of \$67,500, which shall be prorated on a bi-weekly basis and paid every other Friday. Within six (6) months from the effective date of this Agreement, the City Council shall evaluate the performance of the City Attorney. The City Council and the City Attorney will meet semi-annually to evaluate past performance based on mutually agreeable performance criteria and the job responsibilities specified herein, and shall establish mutually agreeable criteria for the subsequent six (6) months. Any performance review shall be kept confidential in accordance with the Colorado statutes. Salary may be adjusted in the future by action of the City Council.

4. Benefits. The City Attorney's benefits shall be at the same level and in the same form as Department Directors for the following items:

- a. Forty-eight (48) hours of personal leave annually;
- b. Five Hundred Twenty (520) hours of temporary disability;
- c. Long-term disability - 60% of monthly salary to a maximum of three thousand dollars (\$3,000) per month;
- d. Medical and dental coverage. The City pays 85% of the premium and the City Attorney pays 15% of the premium for single or dependent coverage;
- e. Life insurance of fifty thousand dollars (\$50,000);
- f. Eleven (11) paid holidays;
- g. Bi-annual physical up to \$218 per year; and
- h. Accidental death and dismemberment - \$50,000.

5. Retirement Plan. The City shall contribute ten percent (10%) and the City Attorney shall contribute four percent (4%) of his salary to the ICMA 401 Deferred Compensation Plan. Participation in this plan is mandatory and all contributions shall be

immediately vested in the City Attorney. The City Attorney shall also have the option of making voluntary contributions to the ICMA 457 Deferred Compensation Plan.

6. Vacation. Accrual of annual leave is ten (10) hours per month or one hundred twenty (120) hours annually.

7. Funeral Leave, Jury Duty and Witness Service Leave. Shall be the same as for all other employees of the City.

8. Vehicle/Car Allowance. The City Attorney shall be provided an automobile allowance of two hundred seventy-five dollars (\$275) per month, such sum to be paid each month in accordance with City policies and procedures.

9. Other Benefits. All applicable benefits of the City, as now established or as they may be amended from time to time, shall apply to the City Attorney as they would to other employees of the City, except insofar as the terms and conditions of this Agreement may preclude or otherwise modify them.

10. Duties. The City Attorney position is a full-time position and Mr. Brotzman agrees to devote substantially all of his work time, energy and ability to the functions of the City Attorney, subject to the provisions of Section 12 below. Mr. Brotzman agrees to perform all duties of the City Attorney, including, but not limited to, those duties specified in Article IX, Part I of the Home Rule Charter of the City of Englewood, and to perform such other duties as the City Council shall assign in its discretion.

11. Performance of Duties. In the performance of his duties as the City Attorney, Mr. Brotzman, shall comply with all rules, regulations and procedures promulgated by the City Council or the City Manager with respect to City operations, including, but not limited to, rules, regulations and procedures concerning personnel, budgeting, submission of City Council information, performance appraisals, and the employment, promotion, discipline and termination of employees.

12. Private Practice of Law. Mr. Brotzman shall not engage in the private practice of law, except as specifically provided in this Section 12. Any and all private representation in which Mr. Brotzman is currently engaged will be concluded and such representation will be terminated within six (6) months of the effective date of this Agreement unless otherwise agreed to by the parties. Mr. Brotzman agrees that engaging in such representation in order to conclude those commitments during the six (6) month period will not interfere with his responsibilities as the full-time City Attorney for the City of Englewood, and that he will keep the City Council apprised of the time spent in such representation. Further, Mr. Brotzman agrees that he will not be a member of or associate professionally with any law firm or other attorneys in the private practice of law, except as required by the representation referenced above.

13. **Termination.** The parties agree that Mr. Brotzman shall have no expectation of continued employment and shall in all respects be considered an at-will employee, subject to termination at any time, for any reason, at the discretion of the City Council. Should any provision of this Agreement be deemed by any agency or court of competent jurisdiction to be inconsistent with Mr. Brotzman's status as an at-will employee, such provision shall be superseded by this Section 13 and deemed void and unenforceable.

Mr. Brotzman may terminate his employment as City Attorney at any time for any reason.

14. **Severance Pay.** If Mr. Brotzman is terminated from his employment by the City, the City shall pay to Mr. Brotzman an amount equal to sixty (60) days salary. In the event the City Attorney resigns his position and gives the City written notice of at least sixty (60) days prior to the last work day, he shall receive sixty (60) days pay as severance. If Mr. Brotzman fails to provide such notice, he shall not be entitled to any severance pay.

15. **Professional Certification, Dues and Education.** Mr. Brotzman will at all times maintain his certification to practice law in, and shall be a member in good standing of the bar of, the State of Colorado. The City shall pay Mr. Brotzman's Colorado license fees and dues to such bar associations that Mr. Brotzman is eligible to join, and such other professional organizations as the City Council or its designee shall approve. The City agrees to allow Mr. Brotzman the time and to pay for at least fifteen (15) hours of continuing legal education each year, subject to approval by the City Council or its designee as to the time, place and cost of such instruction. The City shall pay the cost of subscriptions to legal periodicals and dues to organizations related to the performance of Mr. Brotzman's professional responsibilities, subject to approval by the City Council or its designee.

16. **Disclosure.** Mr. Brotzman shall report to the City Council any ownership interest in real property within the City and he shall report to the City Council any financial interest in any entity doing work for the City or from whom the City intends to make a purchase. Such reporting shall be made in writing by the Mr. Brotzman to the City Council within thirty (30) calendar days of the execution of this Agreement and further within five (5) calendar days of acquisition of any such financial interest.

17. **Bonding and Insurance.** The City shall bear the full cost of any fidelity or other bonds required of the City Attorney under any law or ordinance and shall, to the extent necessary, provide professional liability insurance in connection with the performance of his duties as City Attorney.

18. **Non-Assignment.** This Agreement is one for personal services to be provided by Mr. Brotzman only and may not be assigned.

19. **Waiver and Modification.** This instrument constitutes the entire Agreement of the parties hereto and may be modified, amended or waived only by written instrument

executed by both parties. No waiver of a breach hereof shall be deemed to constitute a waiver of a future breach, whether of a similar or dissimilar nature.

20. Savings Clause. If it is found that a specific clause of this Agreement is illegal under state or federal law, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.

21. Construction. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis of that party being the "drafter."


22. Governing Law. This Agreement shall be governed as to its validity and effect by the laws of the State of Colorado.

23. Execution. This Agreement may be executed in one or more counterparts, each which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the City of Englewood has caused this Agreement to be signed and executed on its behalf by the City Council and duly attested by the City Clerk, and Mr. Brotzman has signed and executed this Agreement.

CITY OF ENGLEWOOD

  
Daniel L. Brotzman  
City Attorney

  
Thomas J. Burns  
Mayor

ATTEST:

  
Loucrishia Ellis, City Clerk