



Council Request Update

June 7, 2018

Council Request: 18-047

Requested by: Council Member Olson

Request: Request for a history of violations at 3036 S. Ogden

Assigned to: Police Department

Response: Please see the response from Code Enforcement Supervisory David Lewis.

Council Request: 18-048

Requested by: Council Member Olson

Request: Request for a history of violations at 3296 S. Washington St.

Assigned to: Police Department

Response: Please see the response from Code Enforcement Supervisory David Lewis.

Council Request: 18-049

Requested by: Council Member Barrentine

Request: Request that a copy of the agreement with Englewood Arts be distributed to all Council Members.

Assigned to: City Clerks Office

Response: Please see the contract provided by City Clerk Stephanie Carlile.

Council Request: 18-050

Requested by: Council Member Olson

Request: Request to provide the After-Action Report (ransomware attack report) to Mr. Millan.

Assigned to: Information Technology/City Manager's Office

Response: Please see the After-Action Report provided by Information Technology Director Margaret Brocklander. City Manager Eric Keck has sent this report to Mr. Millan.

Council Request: 18-051

Requested by: City Council

Request: Request for an explanation of the formula that determines population capacity relative to water rights, treatment capacity, etc. What is the formula that determines what population our water rights can substantiate?

Assigned to: Public Works

Response: Please see the response from Public Works Director Tom Brennan.

Council Request: 18-052

Requested by: Council Member Martinez

Request: Request for the police calls for service related to 4945 S. Delaware.

Assigned to: Police Department

Response: Please see the response provided by Commander Tim Englert.



TO: Chief John Collins
FROM: Code Enforcement Supervisor David Lewis
DATE: May 23rd, 2018
SUBJECT: Council Request

CR18-047

Requested by: Council Member Olson: Request for history of violations at 3036 S Ogden.

On April 24th, 2018 Multiple complaints regarding this property were generated from multiple different reporting parties regarding a fire pit, weeds, trash, outdoor storage and the possibility of someone living in an RV.

On April 24th, 2018 I spoke to a reporting party by phone. I spend time educating the reporting party on the role of code enforcement, the EMC and the due process court proceeding. The reporting party was not satisfied with the answers that were provided and was frustrated with the timeframes outlined in the EMC.

On April 24th, 2018 an inspection was conducted by Code Enforcement. Code Enforcement took the time to explain the violation in detail to the resident. The resident moved to the property in February and was not familiar with the municipal codes. The resident admitted that an out of state friend was sleeping in the RV but was going to have the friend move into the home for the remainder of the stay. It was explained to the resident that the RV can legally be parked in the driveway of the home with valid plates and they may use the RV but a person could not sleep in the RV without a permit for a temporary stay. The resident agreed to come into compliance with the other violations.

On April 24th, 2018 a 14 day Notice of Violation was issued for the following Municipal Code Violations:

11-6-2: Living in Vehicles
11-6-2: Non Resident RV
15-7-4: Outdoor Storage on the Property
15-7-3: Trash and Litter

The fire pit is in compliance.

The same reporting party called and spoke to me on two other occasions asking for a status on the case. The reporting party was informed that Code Enforcement was working with the resident towards voluntary compliance to include a follow-up inspection that may include the possibility of a summons into court if the property was not in compliance. The reporting party again expressed a high level of frustration with what the EMC outlines.

On May 17th, 2018 Code Enforcement conducted a follow up inspection. The property is in compliance with the exception of the RV expired plates. The resident wants it on the record that the RV will be towed away to another property just so the neighbors stop “harassing him” with the ongoing calls to police and code enforcement. The resident is in the process of getting the plates but has run into a complication with the titling as the RV was purchased from a police auction. The resident asked for an extension until May 21st, 2018 to have the RV plated or moved. Code Enforcement granted the extension because the resident communicated with Code Enforcement and voluntarily complied to correct the other violations.

The resident expressed that they are a veteran family and is frustrated that none of the neighbors communicated concerns directly. The resident is hurt, frustrated and does not feel welcome in the area.

On May 21th, 2018 Code Enforcement conducted an inspection and found the property to be in compliance. The resident voluntarily moved the RV off the property.



TO: Chief John Collins
FROM: Code Enforcement Supervisor David Lewis
DATE: May 23rd, 2018
SUBJECT: Council Request

CR18-048

Requested by: Council Member Olson: Request for Code Inspection 3296 S. Washington St.

On May 16th, 2018 Code Enforcement received an email complaint from the City Manager's Office forwarded from Council. The complaint was in reference to weeds, outdoor storage, trash and the possibility of someone living inside the garage at 3296 S Washington St.

Between May 16th, 2018 and May 21st, 2018 Code Enforcement worked to track down the current owner using public records and establish a contact with someone locally to assist with the property as the current tenants did not respond to Code Enforcement.

On May 21st, 2018 Code Enforcement conducted an inspection of the property along with the property manager. The property is comprised of a business that is still in operation but does not keep typical hours along with a residential home located at 725 E Floyd Ave with 3 detached separate row style garages. The property was in violation of EMC:

- 15-6-1 Grass & Weeds over 6 inches tall
- 15-7-4 Outdoor Storage
- 15-7-3 Trash & Litter

The property manager who told Code Enforcement:

- The property was recently purchased
- It is owned by someone out of state and he is responsible for the property
- The lease terms were not effectively communicated regarding property maintenance to the tenants
- Someone moved into the garage without permission and may be living inside
- The person was currently inside the garage
- The person inside the garage is responsible for the trash and outdoor storage problems
- He wanted the person trespassed from the garage as they did not lease it

Police responded to assist with the trespasser. Inside the garage, Code Enforcement and the Police Department found a person to include a bed along with other items consistent with someone living inside the garage. The person was verbally trespassed and the property manager requested the person inside remove all item within 24 hours.

On May 22nd, 2018 Code Enforcement conducted a follow up inspection of 3296 S Washington along with 725 E Floyd Ave with the property manager. The property was in compliance as the weeds were cut and most of the trash was removed. The garage was empty and the person living inside was no longer on the property. A few household items were illegally dumped in the alley from the person who once lived in the garage. Code Enforcement is working with the property manager and public works to have the items removed from the alley. The garage is now locked.

CITY OF ENGLEWOOD

STANDARD CONTRACT/AGREEMENT COVER SHEET

CONTRACT DATE January 4, 2016 IDENTIFICATION NO. 4-2016

Number to be assigned
by City Clerk Division

Title or Purpose: Hampden Hall Use/Management Agmt.

Contractor's Name
or other parties to
Agreement: Englewood Cultural Arts Center Assoc.

Responsible Department: _____

Contact Person: _____

Authorizing Resolution/Ordinance: Res # 2 Series of 2016

Previously reviewed by City Attorney staff: Yes _____ No _____

Related Contracts/Conveyances: _____

Type of Agreement/Contract:

Intergovernmental Agreement

Professional Services

Maintenance Agreement

Construction Agreement

Contractual Services

Lease

Easement

Encroachment

Other _____

RECORDING INFORMATION:

ORIGINAL
COPY _____

THIS CONTRACT/AGREEMENT TERMINATES December 31, 2020

TO: Lou Ellis, City Clerk

FROM: Nancy Fritz

DATE: January 5, 2015

REGARDING: E-Arts Hampden Hall Use Agreement – MOA.

*Reso #2 of
2016*



Passed by Resolution on January 4, 2016 – attached are 2 originals which have been signed by the Englewood Cultural Arts Center Association and require the Mayor signature and your attest.

Upon completion please maintain 1 original for the City records and give the other original to **Mike Flaherty** for him to forward to Englewood Cultural Arts Center Association for their records.

Copies of the signed Resolution and the signed Exhibit 1 will need to be given to:

The Community Development Department

The City Attorney

*1 org (w/ Reso)
to Mike Flaherty
1/12/16*

Attachment

Hampden Hall Use/Management Agreement

This USE/MANAGEMENT AGREEMENT (hereafter referred to in its entirety as "Agreement"), made and entered into this 4th day of January 2016, by and between the City of Englewood, a Colorado Municipal Corporation (hereafter referred to as "City"); the Englewood Cultural Arts Center Association, a Colorado not-for-profit corporation, doing business as Englewood Arts (hereafter referred to as E-Arts), and the Museum of Outdoor Arts (hereafter referred to as MOA).

RECITALS

The City developed, on the second floor of its Civic Center building, a Cultural Arts Space (hereafter referred to as "the Space"), as a cultural performance venue for community arts performances, as well as other events and meeting uses.

The CITY leases the Civic Center from the Englewood Environmental Foundation and has full authority and discretion for its use.

E-Arts is an Internal Revenue Code 501 (c) 3 organization engaged in developing and presenting cultural and artistic programs for Englewood and the surrounding communities.

It is the City's desire to maximize the use of the Space, thereby attracting increased numbers of visitors to Englewood and the Civic Center.

The City desires to enter into this Agreement with E-Arts to assist E-Arts in the conduct of its activities and operations in the Space and to clarify the rights and duties granted by the CITY and accepted by E-Arts.

The Museum of Outdoor Arts is aware of this agreement and agrees to its current priority use of the Space as defined in Section 4.3.

The City Council of the City of Englewood has resolved to enter into this Agreement in accordance with the following terms.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and the promises hereinafter contained, the parties agree as follows:

ARTICLE I

TERM

1.1 Premises. The CITY does hereby permit the non-exclusive right to E-Arts to use the Space located in the Civic Center and named Hampden Hall, located at 1000 Englewood Parkway, Englewood, as shown on Exhibit A attached hereto and incorporated herein. The premises, known as the Space contains approximately 4,000 square feet.

1.1.2 Utilities. As lessee of the building, the CITY shall be responsible, at no cost to E-Arts, for the cost of utilities, such as heating, cooling and electricity for the Space

1.2 Term of Use. The Term of Use, which is the subject of this Agreement, shall commence upon the first day of January 2016, and shall expire on the final day of December 2020. In addition, a joint option to extend the Term of the Agreement for five (5) additional one (1) year periods shall be granted, subject to the following condition:

1.2.1 Written notice of E-Arts election to exercise an option term shall be given no later than twelve months prior to the expiration of the existing term. The CITY shall either accept or deny the extension within thirty (30) days of E-Arts written notice.

ARTICLE II FEES

2.1 In recognition of E-Arts' initial contribution of eighty-three thousand dollars (\$83,000) toward the construction of the Space, and in recognition of the successful efforts by E-Arts to create and present artistic programs attracting thousands of visitors to the Space during the past ten (10) years, the CITY shall not require E-Arts to pay fees for the right to manage the Space.

ARTICLE III FACILITY AND STORAGE SPACE

3.1 Facility Equipment. An initial complement of equipment (Attachment Exhibit B) for the Space has been provided by the CITY and shall be made available to E-Arts. An inventory of the Hampden Hall equipment and furnishings shall be conducted jointly by the City and E-Arts. The condition of the equipment and furnishings provided by the City shall be on a "where is, as is" basis. . The equipment available is to include production equipment, such as lighting fixtures, sound equipment, video projector, drop-down screen and audience related items, such as chairs and tables. Any additional equipment required beyond the standard compliment of equipment for particular events shall be provided by E-Arts, subject to approval by the CITY. The CITY shall grant favorable consideration to E-Arts for the installation of additional equipment, but it shall not be the responsibility of the CITY to pay for the equipment or its continued maintenance not included in Attachment A. The parties shall annually assess the compliment of equipment and determine if replacement or upgrades are required; funding of such equipment shall be determined by negotiation between the parties. Replacement or addition by the City of equipment or furnishings is subject to appropriation.

3.1.2 Storage Space. Subject to availability, the CITY shall make space available to E-Arts for the purpose of temporary storage. Only those spaces specifically designated by the CITY for use by E-Arts may be used on an on-going basis.

3.1.3 Space Scheduling. E-Arts shall create and maintain a Master Schedule for annual usage of the Space. The Master Schedule shall be developed on a timely basis in order to accommodate the annual event schedule of E-Arts, the CITY, MOA and other users. The up-to-date Master Schedule must be available to the City at all times in an electronic or print format.

3.1.4. Maintenance. The CITY, at its own expense, shall provide routine (non-event related) maintenance and cleaning of the facility, per current CITY standards for the Civic

Center. The repair of faulty electrical wiring, not the result of misuse by E-Arts, shall be included in routine maintenance. Also included in routine maintenance shall be the replacement of burned out light bulbs, with the exception of theatrical lighting. The CITY shall, subject to appropriation, make repairs to the standard equipment, when deemed necessary, in a timely manner, so as to avoid harm to E-Arts events.

3.1.5. Staffing. Each party to this Agreement shall have the sole responsibility for providing staffing for its uses of the Space, including all pre- and post-event chair placement, equipment adjustments, ticketing, event attendants, sound and lighting technicians and post event cleaning, including the public restrooms and rotunda. E-Arts may request assistance from City staff, but shall reimburse the City for any staffing costs so incurred.

3.2 Rental Uses and Fees. E-Arts shall be responsible for scheduling all rental uses of the Space and shall retain 100 per cent (100%) of the rental fees. Rental rates shall be established by E-Arts. The City nor MOA shall not be charged rental fees for its use of the Space, nor shall the City or MOA receive rental fees for any of its uses of the Space. All rental inquiries received by the CITY or MOA shall be directed to E-Arts.

3.2.1 Use Commitment. E-Arts shall commit to produce a minimum of thirty (30) uses each year. E-Arts shall make its best efforts to promote the use of the Space to other performing groups, arts organizations, businesses, organizations and individuals.

3.2.2 Rental Applications. E-Arts shall use the existing or any revised rental application (approved by the CITY) for all uses scheduled by E-Arts and shall provide copies of the completed applications to the CITY.

3.2.3 Food and Beverage Service. Subject to the availability of food and beverage service facilities in the Space, E-Arts shall be granted permission to serve food and beverages to its patrons during its events. E-Arts shall be responsible for obtaining any required health department permits and City and State sales tax licenses required for the sale of food and beverages. Addition of any temporary or permanent food and beverage service facilities shall be subject to the advance approval by the City.

3.2.4 Equipment Use. E-Arts shall engage experienced, skilled sound and/or lighting persons to operate the CITY-owned equipment in the Space.

3.2.5 Non-competitive Use. E-Arts agrees that its uses of the Space will not directly compete with programs offered by the City or the Museum of Outdoor Arts.

3.2.6 Civic Center Entrances. The CITY agrees to keep all Civic Center public entrance doors open during the times of E-Arts uses of the Space. E-Arts shall be responsible for notifying the City of event dates and times, or any cancellations or changes in event dates and times, at least 48 hours in advance of any event.

ARTICLE IV
SCHEDULING PRIORITY

4.1 City Priority. As lessee of the Space, the CITY has first priority for scheduling dates for the use of the Space for City or City sponsored functions

4.2 E-Arts Priority. The second priority for scheduling will be programs that are offered and/or presented by E-Arts or jointly by the CITY and E-Arts.

4.3 MOA Priority. MOA agrees to having third priority for the scheduling of it events in the Space and shall provide E-Arts with copies of the Use Applications for inclusion in the Master Schedule.

4.4 Requests for Event Date. The CITY may request a date for use of the Space based on an anticipated event, but for which an "Event Use Application" has not yet been completed. This shall be designated an "Event Hold." If E-Arts requests the same date and is prepared to enter into a formal "Event Use Application," the CITY must, within 48 hours, submit an "Event Use Application" or lose its priority for that date. E-Arts and the CITY shall mutually resolve disputes over dates.

ARTICLE V
SIGNAGE, PROMOTION AND NAMING RIGHTS

5.1 Signage. The CITY has provided appropriate signage on the south outside wall of the Civic Center and in various locations within the Civic Center to direct patrons to the Space.

5.2 Promotion. E-Arts will be responsible for providing, on a timely basis, information about its events for appropriate placement within the Civic Center and the City Center Englewood. In addition, as appropriate, the CITY may, subject to time and availability include E-Arts performance information on the City's website and *Citizen* Newsletter.

5.3 Naming Rights. The CITY and E-Arts may enter into discussions regarding potential revenue generation to fund capital and/or operating expenses of the Space in exchange for naming rights. Such discussions shall include consideration of the appropriateness, the level of contribution to be so honored and what portion of the Space should be defined as a naming opportunity. Final approval for naming rights shall remain solely with the City of Englewood.

ARTICLE VI
INSURANCE AND INDEMNITY

6.1 E-Arts Liability Insurance.

6.1.1 Public Liability. E-Arts shall, during the term of this Agreement, keep in full force and affect a policy of commercial general public liability insurance with personal injury and property damage limits in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall name the CITY and the Englewood Environmental

Foundation (EEF) as additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY ten (10) days prior written notice. The insurance shall be with a company qualified to do business in Colorado, and a copy of the policy or evidence of insurance, in a form approved by the CITY, shall be delivered to the CITY within thirty (30) days of the execution of this Agreement.

6.1.2 Worker's Compensation. To the extent required by law, E-Arts shall procure and maintain worker's compensation coverage for its employees.

6.2 E-Arts Property Insurance. E-Arts agrees that it shall keep its furniture, fixtures, merchandise, equipment and all items it is obliged to maintain and repair under this agreement insured against loss or damage by fire and all risk endorsements. It is understood and agreed that E-Arts assumes all risk of damage to its own property arising from any cause whatsoever, including, but without limitation, loss by theft or otherwise.

6.3 E-Arts Indemnity. E-Arts shall indemnify and hold harmless the CITY and the Englewood Environmental Foundation harmless from and against any and all losses, claims and damages arising from E-Arts' use of the Space, or the conduct of its business or from any act or omission or activity, work or thing done, permitted or suffered by E-Arts in the Space, and shall further indemnify and hold the CITY harmless from and against any and all claims arising from any breach or default in the performance of any obligation of E-Arts to be performed under the terms of this Agreement, or arising from any act or negligence of E-Arts or any of its agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in connection therewith. The CITY shall not be liable for injury or damage, which may be sustained by the person, goods, wares, merchandise or property of E-Arts, its employees, invitees or customers, or any other person in the Space however caused.

6.4 E-Art Third Party Use. E-Arts shall be responsible for all third party use of the Space and shall require certifications of insurance from those third party users naming the CITY and EEF as additional insureds.

ARTICLE VII DEFAULT

7.1 Default by E-Art. Subject to the E-Arts' notice and cure rights set forth below, the CITY may terminate this Agreement upon default by E-Arts under this Agreement. Notice of default determination, which shall state the designated date of the default, shall be in writing, delivered by certified U. S. Mail, Return Receipt Requested, at least thirty (30) days prior to the designated date for default determination of this Agreement. E-Arts shall have ten (10) business days from receipt of a default determination notice to correct or commence such correction if such correction cannot be reasonably corrected within such ten (10) days. If so corrected, or commenced and corrected, within a reasonable time then this Agreement shall not terminate. Upon termination for default, E-Arts shall reimburse any and all charges due to the CITY for which it is entitled under this Agreement.

7.2 Annual Performance Review. The City shall, on an annual basis following the completion of the E-Arts season (on or about July 1) evaluate and assess the E-Art's

compliance with all contract terms and performance standards. Any deficiencies noted shall be subject to the default provision in 7.1.

7.3 Termination. In the event that the building in which the Space is located is sold or vacated prior to the termination of this Agreement, or any subsequent renewal period, the parties hereby acknowledge that this Agreement and the parties' duties under this Agreement shall terminate.

7.4 Notification of Termination. In the event that Hampden Hall is sold or the City requires E-Arts to vacate the premises prior to the termination of this agreement, or any subsequent renewal, the City shall provide E-Arts with written notice at least 360 days prior to the required vacation.

ARTICLE VII MISCELLANEOUS

8.1 Time of Essence. Time is of the essence.

8.2 Assignment. E-Arts shall not assign this agreement or any interest herein, without the prior written consent of the CITY, in its sole and subjective discretion.

8.3 Severability. The validity of a provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

8.4 Entire Agreement. This Agreement, along with any exhibits or attachments hereto, constitutes the entire agreement between the parties relative to the Space and Programming, and there are no oral agreements or representations between the parties with respect to the subject matter thereof. This Agreement supersedes and cancels all prior agreements and understandings with respect to the subject matter thereof. The Agreement may be modified only in writing, signed by the parties in interest at the time of modification.

8.5 Third- Party Beneficiary. Nothing herein shall be construed as giving rise to any rights or benefits to any third party. E-Arts and the CITY expressly disclaim any intent to create any third-party beneficiary status or rights in any person or entity not a party to this Agreement.

8.6 Binding Effect: Choice of Law. Subject to any provision hereof restricting assigning by E-Arts, this Agreement shall bind the parties, their successors and assigns. The laws of the State of Colorado shall govern this Agreement.

8.7 Authority. Each individual signing this Agreement on behalf of the respective parties represents and warrants that he/she is duly authorized to sign and deliver this Agreement on behalf of such party and that this Agreement is binding upon each party in accordance with its terms.



8.8 Notices. All notices, coordination, and other communication required or permitted by this Agreement shall be made to the following persons:

CITY OF ENGLEWOOD	Englewood Cultural Arts Center	Museum of Outdoor Arts
City Manager	Executive Director	Executive Director
City of Englewood	1000 Englewood Parkway	1000 Englewood Parkway
1000 Englewood Parkway	Englewood, CO 80110	Englewood, CO 80110
Englewood, CO 80110		


8.9 Nondiscrimination. E-Arts shall make its services and programs available to all persons, regardless of race, color, age, creed, national origin, sex, or disability. IN WITNESS WHEREOF, the parties hereto have affixed their signatures to the Agreement the day and year first above written.

CITY OF ENGLEWOOD


By: 
JOE JEFFERSON, MAYOR

ATTEST: 
By: 
LOUCRISHIA A. BULLIS, CITY CLERK

ENGLEWOOD CULTURAL ARTS CENTER ASSOCIATION

By: 
Its: Executive Director

MUSEUM OF OUTDOOR ARTS

By: 
Its: President





After Action Report
October 2017
Ransomware Attack

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Purpose

The purpose of this After Action Report (AAR) is to learn from the actions taken in response to the October 2017 ransomware attack. The AAR should be used as a knowledge-sharing tool that will help staff and our community partners better understand and plan for recovery from cyber events.

This report provides an analysis of the preparedness, response, and recovery efforts of the information technology systems following the ransomware attack. The AAR is a compilation of chronology-based notes, internal and external communications and staff input. Staff input was obtained through an after action review exercise. The exercise was informal, flexible and focused on learning with two simple questions. What went well? What could have gone better?

Incident Overview

As technological innovation and advances bring us greater convenience, efficiency, and productivity, they are also generating new vulnerabilities. The Internet has created a new frontier for criminal activity in the form of cybercrime, such as ransomware.

The term “ransomware” is a type of malware that blocks access by encrypting files unless a ransom is paid. Criminals are using a technique called cryptoviral extortion, in which it encrypts the files, making them inaccessible, and demands a ransom payment in digital currency to decrypt them. In a ransomware attack, recovering the files without the decryption key is an obdurate problem – and difficult to trace digital currencies such as Bitcoin are used for the ransoms.

The IT Department responded to a call from end users reporting encrypted files on their business applications server. The IT team investigated the report, determined it to be ransomware and immediately began network shutdown. After network shutdown, the team reviewed the logs more in depth and found evidence of an extended brute force attack on the server that ended at 5:05pm and the malware file installed at 5:15pm.

The end users delayed reporting the encrypted files to the IT Department until 5:44 pm and during those precious minutes, the ransomware virus spread throughout the city’s computer systems. In less and an hour, the ransomware virus infected 85% of the city’s computer systems. The ransomware attack was carried out using the "SAMSAM worm" that traveled automatically between computers without user interaction.

Due to the severity of the ransomware attack, departments were required to modify their operations to accommodate computer absence until full recovery was completed. The City does not run on redundant servers which would minimize potential business disruption in the event of a disaster, nor does the city possess a redundant “warm-site” or “hotsite” for quick recovery of the Data Center. The process for recovery was labor intensive and required rebuilding all business application servers and approximately 300 end user computers.

Timeline

Tuesday, October 3

- A problem with a computer was reported to the helpdesk at 5:44 pm.
- Following investigation and determining it was ransomware, systems shutdown and end user computers were disconnected from the network.
- The City Manager was notified of the ransomware attack and systems shutdown.
- MS-ISAC was called in to assist with malware analysis.
- Request for assistance to metro area cities was made to assist with restoring business applications and end user computers.

Wednesday, October 4

- Notification of the ransomware attack & instructions was sent to all employees.
- City of Brighton responded to the call for assistance and began restoring servers. All critical servers were restored by late evening.
- Operations departments reported on their ability to continue operations without computers i.e. WWTP reported the plant's safety equipment and systems are all operational, and there is no foreseeable risk of violating permit or internal standards.
- A media release was issued to the local media.

Thursday, October 5

- City & County of Denver cyber security specialists assist with identifying source of the ransomware.
- Priority order by Department for restoring end user computers compiled.
- City & County of Denver desktop specialists arrive to assist with rebuilding end user computers.
- Network at Civic Center was made available for cleared end user computers.

Friday, October 6

- Rebuilding & patching test & dev servers.
- End user computer restore continues w/Denver's assistance.
- Golf was cleared to resume operations.
- Police critical business applications restored.

Sunday, October 8

- End user computer restore at Civic Center 95% complete.
- All Police business applications were restored.
- Restoration of end user computers at Police Department continues – patrol cars were not affected.

Monday, October 9

- Additional improvements were made to business systems.
- IT Team was deployed to Service Center to restore the remaining end user computers.

- IT Team was deployed to PD to restore the remaining end user computers.
- IT Team was deployed to WWTP to restore the remaining servers and end user computers.
- Englewood WIFI enabled.

Monday, October 9 – Friday, October 13

- Application installs and end user computer rebuilds continued throughout the week until all users were restored to pre-ransomware condition.

After Action Analysis

The after action analysis of core capabilities was conducted by the Information Technology team. The purpose of the after action analysis was to assess the recovery process and identify areas for improvement. Table 1 depicts the core capability, objective and how well the task was performed.

Table 1, Analysis of Core Capabilities

Core Capability	Objective	Performed without Challenges (P)	Performed with Some Challenges (S)	Performed with Major Challenges (M)	Unable to Perform (U)
Assess the Situation	<ul style="list-style-type: none"> • Virus entry point and identification • Utilize MS-ISAC • Initial damage assessment data • Declare Emergency 		X		
Execution	<ul style="list-style-type: none"> • Emergency Management Plan Execution 				X
Recovery Operations	<ul style="list-style-type: none"> • Additional Resources • Coordination • Agency Outreach • Accessibility 			X	
Communications	<ul style="list-style-type: none"> • Coordinate, manage, and facilitate press release • Coordinate, manage, and disseminate information to employees • Conduct situational awareness 		X		

Ratings Definitions:

- **Performed without Challenges (P):** The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s) and did not negatively affect the performance of other activities.
- **Performed with Some Challenges (S):** The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s) and did not negatively affect the performance of other activities. Opportunities to enhance effectiveness and/or efficiency were identified.
- **Performed with Major Challenges (M):** The targets and critical tasks associated with the core capability were completed in a manner that achieved the objective(s), but some or all of the following were observed: demonstrated performance had a negative impact on the performance of other activities
- **Unable to be Performed (U):** The targets and critical tasks associated with the core capability were not performed in a manner that achieved the objective(s).

Assess the Situation

Strengths

Entry Point and Identification: The virus entry point and identification was confirmed within hours; however, in order to contain and eliminate the threat, the team needed time to research all of the threats that were present on the server, what the threats were designed to do, and the method used to propagate throughout the network.

Network Shutdown: Network shut down commenced immediately following notification and confirmation of the virus to prevent virus spread.

Declare Emergency: City leadership was notified immediately following confirmation of the virus and network shutdown.

MS-ISAC Membership: Multi-State Information Sharing & Analysis Center (MS-ISAC) membership provided the opportunity to engage their Computer Emergency Response Team. MS-ISAC is comprised of highly trained staff who were able to assist with malware and forensics analysis.

Areas for Improvement

Entry Point and Identification: City of Englewood employees rely heavily on the Information Technology infrastructure and business applications to accomplish their jobs, and it is an integral part of providing city services. Because of this reliance, IT services are considered a critical component in the daily operations, requiring these services be re-established quickly and completely. For nearly 24 hours following confirmation of the threat all available IT resources were focused on researching the threat before executing a process to begin recovery. Because performing incident response effectively is a complex undertaking, establishing a successful incident response capability requires substantial planning and resources. The Emergency Response Plan will assist the city in establishing computer security incident response capabilities to handle incidents efficiently and effectively.

Initial Damage Assessment: A sustainable process for diagnosing and labeling end user computers was not established at the start of the incident and caused rework. In addition, the desktop inventory was not completely accurate and slowed the recovery process. A more robust inventory solution will need to be put into practice as soon as possible.

Emergency Management Plan Execution

Strengths

Local Government Experience: The restoration of business functions and allocation of available resources were prioritized based on the impact to operations and sequenced to ensure that dependent functions were restored in the right order. The prioritization and sequencing of business application restoration was achieved through IT staff's years of local government experience and knowledge of the most critical systems.

Areas for Improvement

Cyber Disruption Plan: An Emergency Response Plan that addresses Cyber disruption to best protect the City of Englewood's critical technology infrastructure is essential. The Plan should include a business impact analysis (BIA) and all departments should have contingency plans for their operations, which include operating without IT systems for an extended period. The BIA will determine the most critical business functions and systems, the staff and technology resources needed for operations to run optimally, and the time frame within which the functions need to be recovered for the organization to restore operations as close as possible to a normal working state.

Recovery Operations

Strengths

Agency Outreach: Fast-tracking recovery was possible thanks to strong relationships with technology leaders in the Denver metro area. Technology experts with similar technology environments responded to a request for assistance and we were able to accelerate the recovery process. The City of Brighton and the City and County of Denver were invaluable to fast tracking the recovery process.

IT staff collaboration and dedication to the City: Throughout the event, IT staff coordinated with each other to address the situation. Some of the integration was spurred by ad hoc injects of leadership, but much of the integration occurred organically among IT staff themselves.

IT Infrastructure: The new IT administration identified a multitude of issues with the infrastructure, network performance, and network security. With the support of city leadership the team implemented numerous improvements to the infrastructure, security and business systems over the last year. If those improvements were not implemented recovery would have been near impossible.

Cloud Computing: The diversity of on premise and cloud based business applications expedited the recovery of some critical systems.

Areas for Improvement

Long-Term Staffing Sustainability: Restoring operations as close as possible to a normal working state required long days and several weeks. Englewood IT staff were fatigued and needed relief. While staff from the City of Brighton and City and County of Denver responded to a request for assistance, formalizing resource options for recovery will need to be examined and included in the Emergency Response Plan.

IT Infrastructure: The IT staff has implemented a multitude of improvements highly focused on the infrastructure and security of network. Stabilizing and securing the network were the highest priority; however, the ransomware event did highlight that there is much more to do. As the network stability and security improvement projects are nearing completion attention will need to be focused on asset management, automation, cross training and process improvement.

Patching Policy: Many vulnerabilities can be fixed by applying vendor-provided security patches. It is the city's policy to apply the most recently released patch within one month of release. The practice of applying patches was not consistently applied across the organization. If end users were adversarial to applying the patch the IT staff accommodated their request to postpone. Strict adherence to the patching policy will be followed without exceptions.

Roaming Profiles: A roaming profile is a user profile that is stored on a server so users can access their information and settings regardless of what computer they are using. Roaming profiles would have increased the efficiency of restoring the end user computer. A project to implement roaming profiles is on the IT projects roadmap.

Network Monitoring Tools: Network security monitoring tools would have alerted IT earlier. With the implementation of IDS (Intrusion Detection System) and IPS (Intrusion Prevention System) both increase the security level of the network, monitor traffic and inspect and packets for suspicious data.

RDP Server: The RDP server (source of ransomware) was identified as a risk earlier in the year; however, end users were adversarial to removing the server so IT staff accommodated their request to postpone. Striking a balance between operations productivity and maintaining secure IT systems will be addressed in ongoing emergency management planning sessions.

Business Application Automation: Use SCCM to push business applications - business application automation. Need a Windows Image by location and/or specific position.

Domain Structure: The domain structure complicated recovery

Accessibility: The city has two badge systems that presented access limitation for IT staff and the need to send IT staff to the same location more than once.

Legacy Systems: Business applications on older operating systems that cannot be patched present a security risk and will need to be addressed in the IT strategic plan to upgrade the systems or retire the systems.

Police Business Applications: Public Safety systems are critical systems and restoration to a normal working state needs to be immediate. Regrettably, IT staff were dependent on calling the vendor to

install the dispatch software on workstations, which presented an unacceptable delay. In addition, business application cross training for all public safety applications was discussed but not completed. Therefore, the restoration of public safety systems was dependent on one staff person. Because IT staff is reliant on vendors and lacks cross training on critical systems the restoration suffered an unacceptable restoration timeframe. A priority for IT staff will be a cross-training program for all public safety systems to be completed within a very short timeframe.

Communications

Strengths

Public Communications: The Communications Department served as the dissemination point for all media releases, media inquiries and calls to the city.

Internal Communications: The Communications Department and IT Department jointly served as the dissemination point for all internal communications. The city used a variety of communication vehicles, including email, Everbridge, posting notices, and utilizing the leadership team to transmit information throughout their departments.

Conduct situational awareness: The recovery team was brought together several times throughout each day to review progress toward to the City's return to continuity. During the meeting, the Director reviewed progress, timelines, resources and equipment necessary to accelerate recovery.

Areas for Improvement

Communications: Develop communications means and methodologies to enable intra and extra communications for cyber events in the Emergency Management Plan.

Conclusion

Every public and private organization's computer systems are vulnerable to cyber-criminals and hackers and the challenges are even greater when department resources are limited. The team has limited resources but it is comforting to know that many of the municipalities in the Denver metro area willingly offered to fast track recovery.

Overall, the response to the October 2017 Ransomware attack was remarkable, given the circumstances. Information Technology staff as well as resources from other municipalities, the City of Brighton and City and County of Denver worked to restore and rebuild city services.

Lessons learned from the experience will help the City of Englewood better prepare for potential cyber events. Implementing the recommendations (Areas for Improvement) coming out of the after action analysis provides the city with a greater degree of support and protection required to keep systems and services operational.

The City of Englewood is exceedingly grateful to all of the municipalities that responded to calls for assistance during the ransomware attack recovery.



To: Mayor Olson and City Council Members

Through: Eric Keck, City Manager

From: Tom Brennan, Director of Utilities *TJB*

Date: June 6, 2018

Subject: Council Request No. 18-051
What the measurement of water capacity for the City?

The following questions emanated from the Council Study Session on Tuesday, May 29th:

- The City staff keeps quoting a historical intent to create a water system to support a population of 50,000 people. The Colorado Department of Public Health and Environment, for regulatory compliance, estimates that the City has a population of 50,000 people when you count residents, employees of local businesses, and visiting public. American Water Works Association estimates water consumption as 80 to 100 gals/day/person. Therefore, at a 100 gals/day/person, a population of 50,000 would consume 5 million gallons/day or 1,825 million gallons per year.
- How much can Englewood expand its use of water resources beyond its historical use? Not including our water committed in our lease agreement, we could support a population of 100,000 residents during a non-drought year.
- Are the pipes sized to limit the amount of water available to properties? What size of pipes run through the city? Our water system consists of two types of pipes, transmission and distribution. The transmission pipes (12" to 36") deliver water throughout the city. They are adequate to supply all areas of town. The distribution pipes (4" to 10") deliver water to the properties. If the distribution system cannot support the new development, the developer must upgrade the distribution pipes serving the site at his costs.



MEMORANDUM

To: Chief Collins
From: Commander Tim Englert
Date: June 5, 2018
Subject: Follow-up to Council Request #18-052

Council Request #18-052

Assigned to: Commander Englert

Date Assigned: June 1, 2018

Follow-up information requested regarding Police calls for service related to 4945 S. Delaware for the past year.

The following calls for service were received by the Police Department January 1, 2017 to January 1, 2018 at 4945 S. Delaware:

7-8-17	Animal call
7-19-17	Criminal Mischief
10-14-17	Welfare check
10-25-17	Investigation Follow-up
11-13-17	Investigation Follow-up
11-16-17	Code Violation
11-24-17	Shots Fired refused reporting party, serious dog bite to other dog.
11-27-17	Investigation Follow-up
1-22-18	Investigation Follow-up
2-15-18	Investigation Follow-up
4-11-18	Fight/Disturbance
5-31-18	Welfare check of male on porch no shirt and pants hanging low. Subsequent drug arrest.

5-31-18 Attempted warrant pickup without contact.

The five Investigation Follow-up calls for service are related to Code Enforcement cases to include a dangerous dog case.

The address is currently listed as a hot spot for Patrol Officers. There is an active Impact Team case related to the property. The Arapahoe County Narcotics Team is coordinating efforts with the Impact Team. Members of the Impact Team will be in contact with residents in the area in the course of their investigation.