



Lone Tree City Council Agenda Tuesday, February 3, 2015

Meeting Location: City Council Meeting Room, Lone Tree Civic Center, 8527 Lone Tree Parkway.

Meeting Procedure: The Lone Tree City Council and staff will meet in a public Study Session at 4:30pm. At 6:00pm and following the meeting, if necessary, the Council Meeting will adjourn and convene in Executive Session. If an Executive Session is not necessary, Council will recess for dinner. The Regular Session will be convened at 7:00pm. Study Sessions and Regular Sessions are open to the public, Executive Sessions are not. Comments from the public are welcome at these occasions: 1. Public Comment (brief comments on items not scheduled for a public hearing) 2. Public Hearings. Contact the City Clerk if special arrangements are needed to attend (at least 24 hours in advance).

4:30pm Study Session Agenda

1. Update on Community Vision Process
 2. Update on DRCOG Approved Transportation Improvement Program
 3. Economic Development Update
 4. Review of **Ordinance 15-01, ADDING A NEW ARTICLE XII TO CHAPTER 18 OF THE MUNICIPAL CODE REGARDING REPAIR OF CONSTRUCTION DEFECTS**
 5. Update on Private Stormwater Management Facilities, Water Rights and Augmentation
 6. Update on RTD Light Rail Ridership Projections and Cost Estimates
-

6:00pm Executive Session Agenda

1. Roll Call
 2. Executive Session
-

7:00pm Regular Session Agenda

3. Opening of Regular Meeting/Pledge of Allegiance
4. Amendments to the Agenda and Adoption of the Agenda
5. Conflict of Interest Inquiry
6. Public Comment
7. Announcements
8. Presentations
9. Consent Agenda
 - a. Minutes of the January 20, 2015 Regular Meeting
 - b. Claims for the Period of January 12-26, 2015
10. Administrative Matters
 - a. **Public Hearing: Resolution 15-04. AMENDING THE CITY'S BUDGET FOR FISCAL YEAR 2015 IN ORDER TO TRANSFER APPROPRIATED MONEYS BETWEEN FUNDS**
 - b. **Ordinance 15-01, ADDING A NEW ARTICLE XII TO CHAPTER 18 OF THE MUNICIPAL CODE REGARDING REPAIR OF CONSTRUCTION DEFECTS (First Reading)**
 - c. Approval of IGA w/Town of Parker for Services of Emergency Preparedness Coordinator
 - d. Approval of IGA for 2015 Douglas County Youth Initiative Funding
11. Council Comments
12. Adjournment

**City of Lone Tree Upcoming Events
February 3-15, 2015**

- Arts in the Afternoon – Romeo & Juliet, Opera Colorado Young Artists Program, Wednesday, February 11, 2015 at 1:30pm, LTAC Event Hall
- Opera Colorado, Arias and Ensembles, Romeo & Juliet, Opera Colorado Young Artists Program, Wednesday, February 11, 2015 at 7:30pm, LTAC Main Stage
- Living and Aging Well Winter Potluck – Friday, February 13, 5pm-8pm, Lincoln Park Clubhouse
- Songs of Love with Mark Masri, Saturday, February 14, 2015 at 8:00pm, LTAC Main Stage
- SOLD OUT Passport: Chinese New Year, Sunday, February 15, 2015 at 3:00pm, LTAC Event Hall

More info available at www.cityoflonetree.com and www.lonetreeartscenter.org

**MINUTES OF A REGULAR MEETING
OF THE COUNCIL OF THE
CITY OF LONE TREE
HELD
January 20, 2015**

A regular meeting of the Council of the City of Lone Tree was held on Tuesday, January 20, 2015, at 7:00 p.m., at the Lone Tree City Council Chambers located at 8527 Lone Tree Parkway, Lone Tree, Colorado 80124.

Attendance

In attendance were:

James D. Gunning, Mayor
Jacqueline Millet, Mayor Pro Tem
Harold Anderson, Council Member
Kim Monson, Council Member
Susan Squyer, Council Member

Also in attendance were:

Seth Hoffman, City Manager
Regina Dennehy, Deputy City Clerk
Steve Hebert, Deputy City Manager
Jeff Holwell, Economic Development Director
Chief Jeffery Streeter, Lone Tree Police Department
Sergeant Ryan Gallegos, Lone Tree Police Department
Kristin Baumgartner, Finance Director
Kelly First, Community Development Director
Lisa Rigsby Peterson, Lone Tree Arts Center Director
Neil Rutledge, City Attorney, White, Bear and Ankele, P.C.
John Cotten, Public Works Director, TTG Corp.

Call to Order

Mayor Gunning called the meeting to order at 7:00 p.m., and observed that a quorum was present.

Pledge of Allegiance

Mayor Gunning led those assembled in reciting the Pledge of Allegiance.

Amendments to the Agenda

Mayor Pro Tem Millet moved, Council Member Anderson seconded to add
RESOLUTION 15-03, A RESOLUTION IN SUPPORT OF LEGISLATION

TO PROTECT PUBLIC REGIONAL STORMWATER MANAGEMENT ACTIVITIES. The motion passed with a vote of 5-0.

Conflict of Interest

There was no conflict of interest.

Public Comment

There was no public comment.

Announcements

Kate Schaffer, Youth Commissioner, gave Council an update on the Youth Commission.

Mayor Gunning announced upcoming events.

Presentations

Kristen Knoll, Youth Commissioner Staff Liaison, introduced Youth Commissioners: Lindsay Nikolaeff, Patrick Britti, Caroline Hauer, Kate Schaffer, and Michelle Timmins who gave Council a presentation on their 2014 Volunteer Events.

Kristin Baumgartner, Finance Director, presented City Council with the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting which was given to the City of Lone Tree.

Consent Agenda

Mayor Gunning noted the following items on the Consent Agenda, which consisted of:

- *Minutes of the January 6, 2015 Regular Meeting*
- *Claims for the period of December 29, 2014 – January 12, 2015*
- *Treasurer's Report November, 2014*

Council Member Squyer moved, Mayor Pro Tem Millet seconded, to approve the Consent Agenda. The motion passed with a vote of 5-0.

Administrative Matters

RESOLUTION 15-02, APPOINTING MEMBERS TO THE BOARD OF ADJUSTMENT AND APPEALS

Steve Hebert, Deputy City Manager, introduced the item.

Mayor Pro Tem Millet moved, Council Member Anderson seconded, to approve **RESOLUTION 15-02, APPOINTING MEMBERS TO THE BOARD OF ADJUSTMENT AND APPEALS** (Bill Robertson, Gary Godden, Ivan Sarkissian, Jason Margraf and Kurt Miller). The motion passed with a vote of 5-0.

RESOLUTION 15-03, A RESOLUTION IN SUPPORT OF LEGISLATION TO PROTECT PUBLIC REGIONAL STORMWATER MANAGEMENT ACTIVITIES

Council Member Anderson moved, Council Member Squyer seconded, to approve **RESOLUTION 15-03, A RESOLUTION IN SUPPORT OF LEGISLATION TO PROTECT PUBLIC REGIONAL STORMWATER MANAGEMENT ACTIVITIES**. The motion passed with a vote of 5-0.

Adjournment

There being no further business, Mayor Gunning adjourned the meeting at 7:40 p.m.

Respectfully submitted,

Regina M. Dennehy, Deputy City Clerk



CITY OF LONE TREE
STAFF REPORT

TO: Mayor Gunning and City Council

FROM: Kristin Baumgartner, Finance Director

DATE: January 28, 2015

FOR: February 3, 2015, Study Session

SUBJECT: Public Hearing: Resolution 15-04, AMENDING THE CITY'S BUDGET FOR FISCAL YEAR 2015 IN ORDER TO TRANSFER APPROPRIATED MONEYS BETWEEN FUNDS

Summary

Pursuant to the Annexation and Development Agreement with Colony Investments, Inc. – Rampart Range in 2000 and a Sales Tax Sharing Agreement in 2001, a Special Revenue Fund – RidgeGate was required to account for activity in that area. This fund was created and has continued through the adoption of the City budget for Fiscal Year 2015. Subsequent to the adoption of the 2015 budget, an Amendment to the Annexation and Development Agreement was approved which does not require revenue and expenditures, at this time, to be accounted for separately in a special revenue fund.

As a result of this change, an amendment to the General Fund is needed for 2015 which moves all revenues and expenditures previously allocated to the Special Revenue Fund – RidgeGate, back to the General Fund. The amendment also eliminates certain entries that were required between the funds that are no longer needed with the removal of the Special Revenue Fund – RidgeGate, as well as adding required new appropriations pursuant to the new agreement.

Total appropriation change for the City totals \$237,118 which includes:

- \$400,000 added to the Overlay and Reconstruction line item for improvements to the streets accepted. This amount is offset with \$250,000 in revenue which will be received from RRMD.
- \$1,299,077 added in as a new line item in the General Fund for the Developer revenue shareback. This is the estimated amount due based on the new calculation at 45%. The additional appropriation amount is \$617,441 which is the difference between the estimated calculations of the old agreement versus the new agreement.
- Reduction of \$275,000 of book entries between the funds that were a requirement of the old agreement

- Removal of the transfer from the Special Revenue Fund – RidgeGate to the General Fund totaling \$505,323. Since the revenue directly goes to the General Fund now, the transfer is not necessary.

Cost

\$767,441 of new expenditures added into the 2015 budget as outlined above for the road maintenance as well as the developer revenue shareback. These amounts are taken from fund balance in the General Fund.

Suggested Motion or Recommended Action

I move to approve Resolution 15-04, AMENDING THE CITY'S BUDGET FOR FISCAL YEAR 2015 IN ORDER TO TRANSFER APPROPRIATED MONEYS BETWEEN FUNDS.

**CITY OF LONE TREE
RESOLUTION NO. 15-04**

**A RESOLUTION AMENDING THE CITY'S BUDGET FOR FISCAL YEAR 2015
IN ORDER TO TRANSFER APPROPRIATED MONEYS BETWEEN FUNDS**

WHEREAS, the City of Lone Tree entered into an Annexation and Development Agreement with Colony Investments, Inc. – Rampart Range in 2000 and a Sales Tax Sharing Agreement in 2001, requiring the establishment of a Special Revenue Fund – RidgeGate. This fund was created and has continued through the adoption of the City budget for Fiscal Year 2015; and

WHEREAS, subsequent to the adoption of the 2015 budget, an Amendment to the Annexation and Development Agreement was approved which does not require revenue and expenditures, at this time, to be accounted for separately in the Special Revenue Fund – RidgeGate, beginning in 2015; and

WHEREAS, the City wishes to transfer all funds and expenditures allocated to and from the Special Revenue Fund – RidgeGate for 2015 to the General Fund; and

WHEREAS, the total amount to be transferred from the Special Revenue Fund, including the beginning fund balance, is \$4,671,805, leaving a total balance of \$0; and

WHEREAS, the amounts in each line item of the Special Revenue Fund shall be allocated to the corresponding line item of the General Fund, excepting accountants' "book entries" no longer necessary due to the elimination of the Special Revenue Fund; and

WHEREAS, additional transfers and expenditures within the General Fund are identified in the Fiscal Year 2015 Amended Budget, attached to this Resolution as Exhibit A and incorporated herein by reference; and

WHEREAS, the City wishes to enact an Amended Budget for the 2015 Fiscal Year, to increase its General Fund total expenditures and requiring an appropriation of \$40,025,558.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONE TREE, COLORADO:

1. All of the foregoing paragraphs are incorporated by reference as though fully set forth herein.
2. Pursuant to Section 29-1-109, C.R.S., the City deems it necessary to transfer appropriated moneys between funds, due to the reasons set forth above.

3. The City hereby amends and adopts the City of Lone Tree Fiscal Year 2015 Amended Budget, attached to this Resolution as Exhibit A, transferring appropriated moneys between funds and authorizing total expenditures of \$40,025,558 from the General Fund for Fiscal Year 2015.

4. The City hereby authorizes and ratifies all revenues and expenditures identified in the General Fund for Fiscal Year 2015.

5. The City has complied with the notice provisions of Section 29-1-106, C.R.S.

6. The City Clerk is hereby directed to file a certified copy of this Resolution with the Division of Local Government in the Department of Local Affairs.

ADOPTED AND APPROVED THIS 3rd DAY OF FEBRUARY, 2015.

CITY OF LONE TREE

By: _____
James D. Gunning, Mayor

ATTEST:

(SEAL)

Jennifer Pettinger, CMC, City Clerk

CITY OF LONE TREE
SUMMARY
2015 ORIGINAL BUDGET AND 2015 AMENDED BUDGET
EXHIBIT A

	2015 ADOPTED	2015 AMENDED
BEGINNING FUND BALANCES	\$ 18,940,829	\$ 18,758,983
REVENUE		
TAXES	26,449,900	26,449,900
FRANCHISE FEES	1,059,200	1,059,200
INTERGOVERNMENTAL	8,310,712	8,335,712
LICENSES, FEES AND CHARGES	1,286,500	1,286,500
FINES AND FORFEITURES	626,300	626,300
ARTS CENTER	1,834,730	1,834,730
OTHER	1,411,086	1,254,086
Total revenue	<u>40,978,428</u>	<u>40,846,428</u>
TRANSFERS IN		
General Fund	632,823	127,500
Special Revenue Fund - RidgeGate	-	-
Special Revenue Fund - Arts Center	1,029,436	1,029,436
Total transfers in	<u>1,662,259</u>	<u>1,156,936</u>
Total funds available	<u>61,581,516</u>	<u>60,762,347</u>
EXPENDITURES		
GENERAL GOVERNMENT	5,173,452	4,973,453
MUNICIPAL COURT	229,966	229,966
COMMUNITY DEVELOPMENT	913,242	913,242
POLICE DEPARTMENT	7,391,721	7,391,721
PUBLIC WORKS	4,430,000	4,430,000
ARTS AND CULTURAL	3,022,666	3,022,666
PARKS AND RECREATION	165,000	165,000
CAPITAL OUTLAY	19,791,798	20,734,239
DEBT SERVICE	2,505,000	2,505,000
Total expenditures	<u>43,622,845</u>	<u>44,365,286</u>
TRANSFERS OUT		
General Fund	1,029,436	1,029,436
Special Revenue Fund - RidgeGate	505,323	-
Debt Service Fund - Arts and Cultural Facilities	127,500	127,500
Total transfers out	<u>1,662,259</u>	<u>1,156,936</u>
Total appropriation	<u>45,285,104</u>	<u>45,522,222</u>
ENDING FUND BALANCES	<u>\$ 16,296,413</u>	<u>\$ 15,240,127</u>

CITY OF LONE TREE
SUMMARY
2015 ORIGINAL BUDGET AND 2015 AMENDED BUDGET
EXHIBIT A

2015 ADOPTED	2015 AMENDED
-----------------	-----------------

FUNDS RESERVED FOR:

Emergency reserves (TABOR)	835,000	966,000
Emergency maintenance and repair	52,601	52,601
Prepaid items	300,000	300,000
Emergency disaster management	108,077	108,077
Capital projects - County - transportation	-	-
Bond proceeds - Park and Rec Improvements	794,020	794,020
Park fee in lieu of land	74,194	74,194
Conservation Trust Fund	240,118	240,118
Brick fence replacement reserve	986,200	986,200
Lone Tree Link Partnership funds	-	-
Kaiser Walk/Wheel grant	-	-
Debt Service - Arts and Cultural Facilities	766,141	766,141
Debt Service - Park and Recreation Improvements	868,767	868,767

FUNDS DESIGNATED FOR:

Working reserve	4,577,000	4,527,000
Capital reserve - capital projects	6,535,000	5,385,000
Capital reserve - vehicles replacement	133,333	133,333
Subsequent year's expenditures	-	-

UNDESIGNATED AND UNRESERVED FUNDS

	25,962	38,673
\$	16,296,413	\$ 15,240,124

**CITY OF LONE TREE
GENERAL FUND
2015 ORIGINAL BUDGET AND 2015 AMENDED BUDGET
EXHIBIT A**

REVENUE DETAIL

	2015 ADOPTED	2015 AMENDED
BEGINNING FUND BALANCE	\$ 17,462,720	\$ 17,333,475
REVENUE		
TAXES		
Sales tax	18,577,000	20,472,000
Use tax-retail	275,400	695,400
Use tax - building materials	195,000	1,139,000
Lodging tax	734,000	929,000
Admissions tax	374,000	374,000
TOTAL TAXES	20,155,400	23,609,400
FRANCHISE FEES		
Electric and gas	725,000	853,000
Cable TV	202,000	206,200
TOTAL FRANCHISE FEES	927,000	1,059,200
INTERGOVERNMENTAL		
Highway Users Tax (HUTF)	206,106	322,394
Conservation Trust Fund (Lottery)	63,000	63,000
Cigarette tax	193,000	193,000
County Road & Bridge shareback	1,169,460	1,169,460
Douglas County Shareback - transportation	2,435,000	2,435,000
Motor vehicle registration fees	45,000	45,000
Regional improvements contribution - RRMDs	126,258	126,258
Reimbursable costs	3,863,600	3,963,600
Grants	18,000	18,000
TOTAL INTERGOVERNMENTAL	8,119,424	8,335,712

**CITY OF LONE TREE
GENERAL FUND
2015 ORIGINAL BUDGET AND 2015 AMENDED BUDGET
EXHIBIT A**

REVENUE DETAIL - Continued

	2015 ADOPTED	2015 AMENDED
REVENUE (Continued)		
LICENSES, FEES AND CHARGES		
Sales and use tax and business license fees	23,500	23,500
Liquor license fees	13,000	13,000
Building permit fees	322,000	1,039,000
Planning and zoning fees	25,000	38,000
Engineering fees	35,000	135,000
Other	38,000	38,000
TOTAL LICENSE, FEES AND CHARGES	456,500	1,286,500
FINES AND FORFEITURES		
Court fees	73,400	73,400
Vehicle and other code violation fines	507,000	507,000
Victims assistance surcharge	45,900	45,900
TOTAL FINES AND FORFEITURES	626,300	626,300
OTHER		
Net investment income	13,970	15,686
Miscellaneous	1,141,000	994,000
Police Department fees and other charges	25,000	25,000
Tenant rental income	218,000	218,000
OTHER	1,397,970	1,252,686
Total revenue	31,682,594	36,169,798
TRANSFERS IN		
Special Revenue Fund - RidgeGate	505,323	-
Debt Service Fund - Arts and Cultural Facilities	127,500	127,500
Total transfers in	632,823	127,500
Total funds available	\$ 49,778,137	\$ 53,630,773

**CITY OF LONE TREE
GENERAL FUND
2015 ORIGINAL BUDGET AND 2015 AMENDED BUDGET
EXHIBIT A**

EXPENDITURE DETAIL

2015 ADOPTED	2015 AMENDED
-----------------	-----------------

EXPENDITURES

GENERAL GOVERNMENT

City Council expenditures	\$	48,000	\$	48,000
City Council stipend		61,300		61,300
Administrative Services - salaries and benefits		568,081		640,409
City Clerk		40,000		40,000
Human Resources		81,270		81,270
Information Technology		403,950		403,950
Municipal office building		409,050		417,350
Civic Center maintenance & utilities		74,700		79,400
LTAC maintenance & utilities		301,910		301,910
Restroom maintenance		8,500		8,500
Fountain maintenance		23,500		23,500
Insurance		320,250		405,300
Finance - salaries and benefits		372,510		422,635
Finance - consulting		-		-
Audit		25,000		30,000
City Manager's Office - salaries and benefits		631,317		723,266
Dues and memberships		99,811		99,811
Legal - general		480,000		490,000
Legal - special		100,000		100,000
Consulting		80,000		80,000
Community support		53,000		53,000
Community garden		3,000		3,000
Youth initiatives		19,800		19,800
Housing Partnership		35,000		35,000
Community education programs		1,000		1,000
Citizen survey		27,800		27,800
Communications and newsletter		68,000		68,000
Economic development		276,000		276,000
Miscellaneous		52,251		33,251
TOTAL GENERAL GOVERNMENT		4,665,000		4,973,453

CITY OF LONE TREE
GENERAL FUND
2015 ORIGINAL BUDGET AND 2015 AMENDED BUDGET
EXHIBIT A

EXPENDITURE DETAIL - Continued

	2015 ADOPTED	2015 AMENDED
EXPENDITURES (Continued)		
MUNICIPAL COURT		
Municipal Judge	30,000	30,000
Legal	36,000	36,000
Administration	140,966	140,966
Office supplies and software	3,000	3,000
Victims assistance	20,000	20,000
TOTAL MUNICIPAL COURT	229,966	229,966
COMMUNITY DEVELOPMENT		
Salaries and benefits	545,440	715,049
Contract services	1,500	1,500
Field supplies	3,625	3,625
Planning Commission	2,500	2,500
Document scanning	6,500	6,500
Plan review and other inspections	25,000	70,000
Elevator inspections	43,560	61,920
Engineering	30,000	30,000
Sustainability program	3,000	3,000
ROW mowing	7,100	7,100
Miscellaneous	12,048	12,048
TOTAL COMMUNITY DEVELOPMENT	680,273	913,242
POLICE DEPARTMENT		
Salaries and benefits	4,341,307	5,651,088
Office and administration	144,627	189,600
Uniforms and equipment	48,972	64,200
Vehicles and equipment	410,824	538,575
General equipment	103,702	135,950
Dispatch	422,590	554,000
Training	97,553	127,888
Community outreach and miscellaneous	99,484	130,420
TOTAL POLICE DEPARTMENT	5,669,059	7,391,721

CITY OF LONE TREE
GENERAL FUND
2015 ORIGINAL BUDGET AND 2015 AMENDED BUDGET
EXHIBIT A

EXPENDITURE DETAIL - Continued

	2015 ADOPTED	2015 AMENDED
EXPENDITURES (Continued)		
PUBLIC WORKS		
Public Works Department	520,000	585,000
Street lighting	390,000	396,000
Street maintenance	650,000	650,000
Drainage maintenance	60,000	60,000
Street & sidewalk sweeping	50,000	50,000
Traffic signal energy cost and maintenance	135,000	135,000
Signal timing	19,000	19,000
Snow removal	832,000	902,000
Landscaping maintenance	50,000	50,000
Trash and recycling service	512,000	512,000
Household hazardous waste program	6,500	6,500
Engineering	275,000	460,000
Fence maintenance	80,000	80,000
Geographic Information System (GIS)	140,000	140,000
Website mapper	-	-
Materials and equipment	14,000	14,000
EPA Phase 2 Drainage	110,000	110,000
Noxious weeds control	20,000	20,000
Signage and striping	120,000	120,000
Accident repairs	20,000	20,000
Public Works Facility operations and equipment	45,000	45,000
Software and support	17,000	17,000
Street amenities	5,000	5,000
Mutt mitts contract	10,500	10,500
Habitat control	-	-
Holiday lighting and decorations	20,000	20,000
Miscellaneous	3,000	3,000
TOTAL PUBLIC WORKS	4,104,000	4,430,000
ARTS AND CULTURAL		
Arts Center repairs and maintenance	106,000	106,000
Arts Center capital improvements	52,500	52,500
TOTAL ARTS AND CULTURAL	158,500	158,500
PARKS AND RECREATION		
Joint recreational projects with South Suburban	65,000	65,000
Park and recreation capital improvements	100,000	100,000
TOTAL PARKS AND RECREATION	165,000	165,000

**CITY OF LONE TREE
GENERAL FUND
2015 ORIGINAL BUDGET AND 2015 AMENDED BUDGET
EXHIBIT A**

EXPENDITURE DETAIL - Continued

2015 ADOPTED	2015 AMENDED
-----------------	-----------------

EXPENDITURES (Continued)

CAPITAL OUTLAY

Software packages	15,000	15,000
CarteGraph/ArcServer Upgrade	50,000	50,000
Website redesign	100,000	100,000
Overlay/reconstruction projects	1,200,000	1,600,000
Traffic signalization	145,000	145,000
Traffic and other improvements - joint projects	-	-
Pedestrian lights	-	-
Monumentation and signage	250,000	250,000
City Office building	25,500	25,500
City Office building - capital leases	1,290,000	1,290,000
City Office - letter of credit fees/remarketing fees	-	-
Civic Center capital improvements	25,000	25,000
Concrete panel replacement	250,000	250,000
Entertainment District improvements	730,000	730,000
Park Meadows Dr. traffic improvements	-	-
Park Meadows Drive median improvements	-	-
Park Meadows Dr. regional pond upgrade	-	-
Landscaping PM Center Dr/County Line	-	-
Transportation study	50,000	50,000
Landscape improvements	-	-
County Line improvements	-	-
Yosemite landscaped medians	10,000	10,000
C-470 Coalition - Douglas County	100,000	100,000
Storm sewer improvements	135,000	135,000
Park Meadows Reconstruct (W of Acres Green)	-	-
Park Meadows Medians (W of Acres Green)	-	-
Parkway Drive crossing Willow Creek	50,000	50,000
Light Rail Extension	-	-
Lone Tree Link	500,000	500,000
Walk and Wheel Study	-	-
Brick fence	-	-

**CITY OF LONE TREE
GENERAL FUND
2015 ORIGINAL BUDGET AND 2015 AMENDED BUDGET
EXHIBIT A**

EXPENDITURE DETAIL - Continued

	2015 ADOPTED	2015 AMENDED
EXPENDITURES (Continued)		
CAPITAL OUTLAY (Continued)		
Lincoln Pedestrian Bridge	4,000,000	4,000,000
Parkway Drive Reconstruction	1,200,000	1,200,000
Yosemite Turn Lane (Maximus to PMD)	850,000	850,000
Lincoln/I-25 Ramp Improvements	430,000	430,000
County Line/PMCD Intersection Improvements	450,000	450,000
LTAC Road Construction	133,000	133,000
LTAC Pad enhancements	25,000	25,000
Town Ridge Drive Construction	300,000	300,000
Public art projects	210,500	210,500
Police Department substation	60,000	60,000
Schweiger Ranch preservation	75,000	75,000
Retail retention agreement	75,000	75,000
Service provider shareback agreement	10,000	10,000
Annexation shareback agreement	30,000	30,000
Retail shareback	-	567,162
Developer revenue shareback	-	1,299,077
Reimbursement of sales taxes to PMBID	5,479,000	5,479,000
Reimbursement property taxes-PMBID for PMMD	215,000	215,000
TOTAL CAPITAL OUTLAY	18,468,000	20,734,239
Total expenditures	34,139,798	38,996,122
TRANSFERS OUT		
Special Revenue Fund - Arts Center	1,029,436	1,029,436
Special Revenue Fund - RidgeGate	-	-
Total transfers out	1,029,436	1,029,436
Total appropriation	35,169,234	40,025,558
ENDING FUND BALANCE	\$ 14,608,904	\$ 13,605,216

**CITY OF LONE TREE
SPECIAL REVENUE FUND - RIDGEGATE
2015 ORIGINAL BUDGET AND 2015 AMENDED BUDGET
EXHIBIT A**

	2015 ADOPTED	2015 AMENDED
BEGINNING FUND BALANCE	\$ 52,601	\$ -
REVENUE		
Sales tax	1,895,000	-
Use tax-retail	420,000	-
Use tax - building materials	944,000	-
Lodging tax	195,000	-
Franchise fees - electric and gas	128,000	-
Franchise fees - cable	4,200	-
Highway Users Tax (HUTF)	116,288	-
Building permit fees	717,000	-
Planning and zoning fees	13,000	-
Engineering fees	100,000	-
Schweiger Ranch grants and contributions	75,000	-
Net investment income	1,716	-
Developer reimbursement	-	-
Reimbursable costs	-	-
Other	10,000	-
Total revenue	4,619,204	-
TRANSFERS IN		
General Fund	-	-
Total transfers in	-	-
Total funds available	\$ 4,671,805	\$ -

**CITY OF LONE TREE
SPECIAL REVENUE FUND - RIDGEGATE
2015 ORIGINAL BUDGET AND 2015 AMENDED BUDGET
EXHIBIT A**

2015 ADOPTED	2015 AMENDED
-----------------	-----------------

EXPENDITURES

City Administration - salaries and benefits	\$ 207,401	-
Legal	10,000	-
Finance - consultant	-	-
Administration and overhead costs	200,000	-
Insurance	85,050	-
Audit	5,000	-
Engineering	250,000	-
Community Development	232,970	-
Consulting	-	-
Police Department	1,722,662	-
Street lighting	6,000	-
Snow removal	70,000	-
Schweiger Ranch Preservation	75,000	-
Retail shareback	567,162	-
Service provider shareback	-	-
Developer revenue shareback	681,636	-
Reimbursement related to annexation agreement	-	-
Miscellaneous	1,000	-
Total expenditures	4,113,881	-

TRANSFERS OUT

General Fund	505,323	-
Total transfers out	505,323	-
Total appropriation	4,619,204	-

ENDING FUND BALANCE	\$ 52,601	\$ -
----------------------------	-----------	------

**CITY OF LONE TREE
SPECIAL REVENUE FUND
CULTURAL AND COMMUNITY SERVICES FUND
2015 ORIGINAL BUDGET
EXHIBIT A**

2015 ADOPTED

BEGINNING FUND BALANCE \$ -

REVENUE

LONE TREE ARTS CENTER

Operating

Ticket sales	1,060,180
Handling fees	93,000
Rental fees	100,900
Labor fees	59,500
Concessions and catering	91,000
Miscellaneous	3,000
Education	-

Non-Operating

Individual, corporate and foundation contributions	210,000
Government grants	197,150
Fundraising	-

TOTAL LONE TREE ARTS CENTER 1,814,730

OTHER

Annual Events	11,000
Arts and cultural events	9,000

TOTAL OTHER 20,000

Total revenue 1,834,730

TRANSFERS IN

General Fund - Lone Tree Arts Center	674,804
General Fund - Annual events	270,732
General Fund - Arts and cultural events	68,900
General Fund - Park and recreation	15,000

Total transfers in 1,029,436

Total funds available \$ 2,864,166

**CITY OF LONE TREE
SPECIAL REVENUE FUND
CULTURAL AND COMMUNITY SERVICES FUND
2015 ORIGINAL BUDGET
EXHIBIT A**

2015 ADOPTED

EXPENDITURES

LONE TREE ARTS CENTER

Administration	160,217
Programming	1,682,014
Marketing	432,308
Education	-
Miscellaneous	21,000
Development	153,995
Contingency	40,000

TOTAL LONE TREE ARTS CENTER	2,489,534
------------------------------------	------------------

OTHER

Annual events	281,732
Arts and cultural events	77,900
Recreational activities and support	15,000

TOTAL OTHER	374,632
--------------------	----------------

Total expenditures	2,864,166
--------------------	------------------

TRANSFERS OUT

Total transfers out	-
---------------------	---

Total appropriation	2,864,166
---------------------	------------------

ENDING FUND BALANCE	\$ -
----------------------------	-------------

**CITY OF LONE TREE
DEBT SERVICE FUND
ARTS AND CULTURAL FACILITIES
2015 ORIGINAL BUDGET
EXHIBIT A**

	2015 ADOPTED
BEGINNING FUND BALANCE	\$ 649,141
REVENUE	
Sales tax	1,658,000
Use tax - retail	25,500
Use tax - building materials	20,400
Net investment income	600
Total revenue	1,704,500
TRANSFERS IN	
General Fund	-
Total transfers in	-
Total funds available	2,353,641
EXPENDITURES	
Bond interest	471,756
Bond principal	985,000
Paying agent fees	200
Contingency	3,044
Total expenditures	1,460,000
TRANSFERS OUT	
General Fund	127,500
Total transfers out	127,500
Total appropriation	1,587,500
ENDING FUND BALANCE	\$ 766,141

**CITY OF LONE TREE
DEBT SERVICE FUND
PARK AND RECREATION IMPROVEMENTS
2015 ORIGINAL BUDGET
EXHIBIT A**

	2015 ADOPTED
BEGINNING FUND BALANCE	\$ 776,367
REVENUE	
Sales tax	1,105,000
Use tax - retail	17,300
Use tax - building materials	14,300
Net investment income	800
Total revenue	1,137,400
TRANSFERS IN	
General Fund	-
Total transfers in	-
Total funds available	1,913,767
EXPENDITURES	
Bond interest	394,713
Bond principal	645,000
Paying agent fees	200
Contingency	5,087
Total expenditures	1,045,000
TRANSFERS OUT	
Total transfers out	-
Total appropriation	1,045,000
ENDING FUND BALANCE	\$ 868,767



CITY OF LONE TREE
STAFF REPORT

TO: Mayor Gunning and City Council

FROM: Neil Rutledge

DATE: January 28, 2015

FOR: February 3, 2015 City Council Study Session

SUBJECT: Ordinance 15-01, AN ORDINANCE ADDING A NEW ARTICLE XII TO CHAPTER 18 OF THE MUNICIPAL CODE REGARDING REPAIR OF CONSTRUCTION DEFECTS (FIRST READING)

Summary

This Ordinance is aimed at encouraging the development of owner-occupied, multi-family residential projects through the adoption of regulations designed to balance the risk and exposure to builders and developers of such projects, while still protecting homeowners from legitimate construction defect claims. It encourages dialogue between the parties and gives builders and developers an opportunity to repair defects upon notice from an owner of a unit in a condominium, cooperative, multi-family building in a planned community or a homeowners association. It also requires homeowners association boards to obtain the informed consent of a majority of the owners in the association, not including declarants representing builders' interests, before asserting any claims against builders or developers.

The Ordinance adds a new Article to the City's building codes that applies to construction defects that do not conform in all material respects to the Building Code or the manufacturer's specifications if they are stricter than the Building Code.

Under this Ordinance, a Homeowner or HOA who has discovered a construction defect must send written notice of the defect via certified mail or personal delivery to the alleged responsible Builder. "Builder" may include builders, architects, developers, contractors, subcontractors and engineers. A Claimant must include dates and times within 28 days of a claim for a Builders' access to the property and scheduling to inspect and test alleged construction defects.

Builder must acknowledge receipt of notice to claimant within 14 days, or the protections of the Ordinance do not apply and the Claimant may file suit. Builder must provide to the claimant, if requested: copies of relevant plans, specifications, grading plans, soils reports and available engineering calculations pertaining to claimant's residence; all maintenance and preventative maintenance recommendations pertaining to the claimant's residence; and contractual warranty information.

Builder has the right to inspect the property within 28 days after notice of claim and bears all costs of inspection. The Homeowner may record and observe the inspection.

Builder may offer to repair the defect within 30 days after initial inspection, if any, or 28 days after notice of claim, whichever is later, with a detailed, step-by-step, reasonable timeline for repair, unless there is an objection to the repair by the Homeowner. The Homeowner or HOA may object in advance to the repair, in which case the Builder may modify the proposal or offer alternatives. The Homeowner may again object. Negotiations may continue, or the Homeowner or HOA may file an action. The Builder may not make repairs while an objection is pending. The Builder must complete repairs in the time allotted, or within a reasonable extension not to exceed 10 days, and notify the Claimant of completion; otherwise, Claimant may file an action. Repair work must be warranted against material defects for 2 years.

If a claimant is not satisfied by the repairs or offer of repairs, the claimant may file an action, unless the claimant is a common interest community or HOA.

If a Board of an HOA wishes to institute an action, notice must be sent to each Homeowner at least 60 days before the statutory notice required under state law. Notice must contain the following: nature of the action and relief sought; amount of expenses and fees the board anticipates will be incurred; estimated impact on value of units subject to the action; estimated impact on marketability of units not subject to the action; manner of funding the cost of the action; and anticipated duration of the action and likelihood of success. This notice may not be sent by a lawyer or law firm that would represent the HOA in the defects claim. Written consent from a majority of Homeowners, not including Declarants, must be obtained within 30 days of providing notice to them or the action may not be filed.

Cost

There is no cost to the City.

Suggested Motion

This is a Study Session topic and Agenda Item. No formal action is necessary at the Study Session. Assuming the Ordinance remains on the Agenda, I suggest the following Motion: **"I Move to approve Ordinance 15-01, AN ORDINANCE ADDING A NEW ARTICLE XII TO CHAPTER 18 OF THE MUNICIPAL CODE REGARDING REPAIR OF CONSTRUCTION DEFECTS on first reading."**

Background

Statistics show that very few owner-occupied, multi-family projects (condominiums) are being built in metropolitan Denver or elsewhere in Colorado. The risk of large verdicts against builders and developers for construction defects has resulted in insurance companies declining to write policies for condominium projects. This ordinance is aimed at reducing that risk by (1) giving builders and developers an opportunity to repair defects upon notice from the Homeowners Association, and (2) requiring association boards to

obtain the informed consent of a majority of the owners in the association before asserting any claims against builders or developers. It is hoped this may contribute to increasing development and construction of condominiums, although it establishes requirements before a Claimant has the right of access to the Courts.

This Ordinance varies from the Ordinance previously considered by the City Council in significant ways:

- It emphasizes the balance between the rights of the Homeowner and the interests of the Builder
- It clarifies and adds definitions regarding which entities are covered by this Ordinance
- It includes unit owners in cooperatives and in multi-family buildings in planned communities as Homeowners subject to the requirements of this Ordinance
- It clarifies who potential claimants may be
- It requires Homeowners to provide reasonable dates and times for the Builder to inspect alleged construction defects
- It ensures dialogue between Homeowners and Builders regarding the nature of the defects and an opportunity to offer repairs
- It encourages the Homeowner to allow repairs, but does not give the right to Builders to make repairs against the Homeowner's objections
- It retains the right of a Homeowner to access to the courts, while instituting procedures to notify the Builder of alleged defects and encouraging dialogue before legal action is taken
- It makes it clear that alternative dispute resolution is an option to litigation, and that the parties may settle disputes by mutual agreement outside the boundaries of this Ordinance.

This Ordinance also takes into consideration comments received by the City Council at its last meeting. It clarifies that a Homeowner does not include a Declarant, and adds a definition of a Declarant. These revisions provide for a Homeowners Association to obtain the consent of majority of Homeowners before filing an action, without allowing a Builder or Developer to control the vote by retaining unsold units for voting purposes.

Should this Ordinance be adopted after Second Reading, the City Council may also wish to consider informing the Colorado General Assembly and its leadership, the state legislators who represent the City and Douglas County, CML, DRCOG and other responsible entities of the action the City is taking by this Ordinance and the reasons for

this action. This Ordinance, and actions taken by other local jurisdictions, may be viewed as contributing to an impetus for the state legislature to address meaningful reform of construction defects litigation on a state-wide basis.

**ORDINANCE OF THE
CITY OF LONE TREE**

Series of 2015

Ordinance No. 15-01

**AN ORDINANCE ADDING A NEW ARTICLE XII TO CHAPTER 18
OF THE MUNICIPAL CODE REGARDING
REPAIR OF CONSTRUCTION DEFECTS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LONE TREE,
COLORADO:**

ARTICLE 1 – AUTHORITY

The City of Lone Tree (the "City") is a home rule municipality operating under the Lone Tree Home Rule Charter (the "Charter") adopted on May 5, 1998 and a Municipal Code (the "Code"), codified and adopted on December 7, 2004. Pursuant to the Charter, the Municipal Code and the authority given home rule cities, the City may adopt and amend Ordinances.

ARTICLE 2 – DECLARATIONS OF POLICY

A. Land use, planning and general business regulation are well-established as matters of purely local concern, and therefore subject to regulation by Home Rule Cities; and

B. The City's Zoning Ordinance and Comprehensive Plan both allow for a diverse housing stock, consisting of a mix of single-family and multi-family developments, both owned and rented units, designed to serve the needs of all Lone Tree residents; and

C. The City Council recognizes the need for owner-occupied units, particularly in transit-oriented zones around light rail stations; and

D. The City Council anticipates vigorous housing development in and around future light rail stations to be located in the City; and

E. The City Council is aware that the paucity of condominiums available for sale in the region can be attributed to a litigation climate that puts builders and developers at risk of substantial judgments, often including punitive damages, for alleged construction defects; and

F. The City Council finds that the risk of exposure to large damage awards has led insurance companies who would normally insure development projects to inflate prices or stop writing policies for owner-occupied multi-family projects; and

G. The City Council finds that the health, safety and welfare of Lone Tree residents are being negatively impacted by the lack of housing options; and

H. The City Council further finds that while the scarcity of new condominium projects is not unique to the City, the City nevertheless experiences some unique impacts because of its proximity to future expansion of the light rail line, among other factors; and

I. The City Council therefore desires to take reasonable steps within its power as a Home Rule City to encourage the development of owner-occupied, multi-family residential projects through the adoption of regulations designed to balance the risk and exposure to builders and developers of such projects, while still protecting homeowners from legitimate construction defect claims.

ARTICLE 3 – SAFETY CLAUSE

The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

ARTICLE 4 - ADOPTION

The Code is amended as follows:

A new Chapter 18, Article XII is adopted as follows:

ARTICLE XII

REPAIR OF CONSTRUCTION DEFECTS

Sec. 18-12-10. Purposes and Applicability.

A. The purposes of this Ordinance are to:

1. Encourage the construction of owner-occupied, multi-family developments in the City;
2. Facilitate the implementation of the Comprehensive Plan and Zoning Ordinance, both of which contemplate owner-occupied, multi-family developments in transit-oriented areas and throughout the City;

3. Reassure homeowners that most, if not all, construction defects will be promptly investigated and addressed by builders;

4. Motivate all parties to resolve disputes involving construction defects quickly to avoid the need for expensive and time-consuming litigation; and

5. Provide homeowners in communities with homeowners associations with an enhanced opportunity to participate in the governance of their community by empowering individual owners to give or withhold their informed consent with respect to actions the board of the homeowners association may desire to pursue regarding construction defects.

B. Applicability

This Ordinance shall apply only to new construction commenced after the effective date of this Ordinance.

Sec. 18-12-20. Definitions.

Builder means any non-governmental entity or individual, including but not limited to a builder, developer, general contractor, contractor, subcontractor, architect, engineer or original seller, who performs or furnishes the design, supervision, inspection, construction or observation of any improvement to real property that is intended to be occupied as a dwelling or to provide access or amenities to such an improvement.

Common interest community means real estate described in a declaration with respect to which a person, by virtue of such person's ownership of a unit, is obligated to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in a declaration.

Condominium means a common interest community in which portions of the real estate are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate ownership portions. A common interest community is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

Construction Defect means any instance in which a structure or portion thereof does not conform in all material respects to the applicable sections of the Building Code in force at the time of construction, or does not conform to the manufacturer's specifications in force at the time of construction, if those specifications are stricter than the applicable provisions of the Building Code.

Cooperative means a common interest community in which the real property is owned by an association, each member of which is entitled by virtue of such member's ownership interest in the association to exclusive possession of a unit.

Declarant means any person or group of persons acting in concert who: (i) as part of a common plan, promotional or otherwise, intends to or offers to dispose of to a purchaser such

declarant's interest in a unit not previously disposed of to a purchaser; or (ii) reserves or succeeds to any special declarant right.

Homeowner means any person who owns a unit in a condominium, cooperative or multi-family building in a planned community, but shall not include any Declarant or any person having an interest in a unit solely as security for an obligation.

Homeowners Association means a unit owners' association formed to represent the interests of Homeowners owning units in a condominium, cooperative or multi-family building in a planned community.

Planned community means a common interest community that is not a condominium or cooperative. A condominium or cooperative may be part of a planned community.

Sec. 18-12-30. Potential Claimants.

An original Homeowner or a subsequent Homeowner, or a Homeowners Association representing the interests of Homeowners, may make a Construction Defect claim and provide the notice of a claim of a Construction Defect, provided the notice is sent within the applicable time period.

Sec. 18-12-40. Potential Respondents.

Any person or entity within the definition of a "Builder" as defined in this Article is subject to the requirements of this Ordinance.

Sec. 18-12-50. Claimant's Notice to Builder of Construction Defect; Builder's Acknowledgement; Inspection

A. Claimant's Notice. Upon the discovery of any alleged Construction Defect, a claimant shall provide written notice of a claim via certified mail or personal delivery to the party alleged to have caused or contributed to the defect, in the manner prescribed in this Section, indicating that one or more Construction Defect exists to any improvement in or on the claimant's real property or residence, or, with respect to any Homeowners Association, that one or more Construction Defect exists to any improvement in or on any real property, residence, common area or facility governed by the association.

The notice must be dated and:

1. Provide the claimant's name, address and preferred method of contact;
2. State that the claimant alleges a Construction Defect pursuant to this Article against the Builder;

3. Describe the claim in reasonable detail sufficient to determine the nature and location of the alleged Construction Defect; and
4. Provide sufficient dates and times, between 7 and 28 days from the date of the claimant's notice, to the Builder to accommodate inspection and testing of the alleged Construction Defect regarding the claim. Reasonable scheduling and access shall be provided by the claimant to the Builder.

B. **Builder's Responsibilities.** After receiving notice of a potential Construction Defect claim, a Builder must do each of the following:

1. **Acknowledge Claim in Writing.**
 - a. A Builder who receives a notice under this Article shall acknowledge receipt of the notice, in writing, within 14 days after receipt. The acknowledgement shall be sent to the claimant and to any attorney the Builder knows to be representing the claimant in connection with the notice. If the Builder has retained legal counsel, said counsel shall thereafter communicate with the claimant's legal representative, if any.
 - b. If the Builder fails to acknowledge receipt of a notice within the time specified, this Article shall not apply and the claimant shall be released from the requirements of this Article and may proceed with the filing of an action against the Builder.
2. Maintain an agent for notice with the Secretary of State; and
3. If specifically asked to do so by the claimant and within 14 days of such a request, provide the claimant or the claimant's legal representative with:
 - a. copies of all relevant plans, specifications, grading plans, soils reports and available engineering calculations pertaining to the claimant's residence, common areas and facilities that are the subject of the claim;
 - b. all maintenance and preventative maintenance recommendations pertaining to the claimant's allegations; and
 - c. contractual warranty information.

C. A Builder responding to a claimant's request for documents may charge reasonable copying costs and may allow inspection of the documents to be made onsite.

D. **Builder's Election to Inspect Property.** In addition to the requirements set forth in this Section, a Builder may elect to inspect and conduct tests regarding the claimed Construction Defect. If a Builder elects to do so, the Builder shall complete the initial inspection and testing, if any, no later than 28 days after the date of the notice of claim by the claimant or at a mutually agreeable date and time. The Builder shall bear all costs of inspection and testing, including any damage caused by the inspection and testing. Upon request, the Builder shall supply the claimant

with proof of liability insurance coverage before entering onto the premises. The Builder shall allow the inspection to be observed, recorded and photographed. Nothing that occurs during a Builder's inspection may be used or introduced as evidence to support a defense of spoliation of evidence by any potential party in subsequent litigation.

E. A Builder who fails to comply with any of the requirements of this Section within the time specified shall not be entitled to the protections of this Article; the claimant shall be released from the requirements of this Article and may proceed with the filing of an action.

F. If a notice is sent to the Builder in accordance with Sec. 18-12-50 within the time prescribed for the filing of an action under any applicable statute of limitations or repose, then the statute of limitations or repose is tolled until sixty days after the completion of the notice process described in Sec. 18-12-50. If the builder elects to repair pursuant to Sec. 18-12-60, then the statute of limitations or repose is tolled until sixty days after the completion of repairs.

Sec. 18-12-60. Builder's Repair.

A. Within thirty (30) days of the initial inspection and testing, if any, or within 14 days of the Builder's acknowledgement of receipt of notice of claim, whichever is later, the Builder may elect to repair the Construction Defect and shall deliver a notice to repair to the claimant. Any notice to repair i) shall offer to compensate the claimant for all applicable damages, if any, during the timeframe set for repair, ii) shall be accompanied by a detailed, step-by-step explanation of the particular defect being repaired, and iii) shall set forth a reasonable starting and completion date for the repair work. The notice shall also include the contact information for any contractors the Builder intends to employ for the repairs.

B. Within ten (10) days after receipt of the Builder's notice to repair, a claimant may deliver to the Builder a written objection to the proposed repair if the claimant believes in good faith that the proposed repairs will not remedy the alleged defect. Within ten (10) days of receipt of the written objection, the Builder may elect to modify the proposal in accordance with the claimant's objection to the claimant's satisfaction, or may propose alternatives to the scope of work set forth in the original proposal. A claimant may deliver to the Builder a written objection to the proposed alternatives within ten (10) days, after which the claimant may continue to negotiate with the Builder or proceed with the filing of an action against the Builder. A builder shall not make repairs while an objection is pending without the written consent of the claimant.

C. Builder's Failure to Comply. If the Builder fails to send a notice to repair or otherwise strictly comply with this Article within the specified time frames, or if the Builder does not complete the repairs within the time set forth in the notice to repair, the claimant shall be released from the requirements of this Article and may proceed with the filing of an action against the Builder. Notwithstanding the foregoing, if the Builder notifies the claimant in writing at least five (5) days before the stated completion date that the repair work will not be completed by the completion date, the Builder shall be entitled to one reasonable extension of the completion date, not to exceed ten days unless otherwise agreed.

D. Completion of repairs. The Builder shall notify the claimant when repairs have been completed. The claimant shall have ten (10) days following the completion date to have the premises inspected to verify that the repairs are complete and satisfactorily resolved the alleged defects. A claimant who believes in good faith that the repairs made do not resolve the defects may proceed with the filing of an action unless notice and consent are required by Sec. 18-12-100.

E. Nothing in this Article shall preclude the claimant and Builder from reaching a mutual agreement regarding a full or partial settlement and withdrawal of the Construction Defect claim.

Sec. 18-12-70. Warranty of Repairs.

The repair work performed by the Builder shall be warranted against material defects in design and construction for a period of two years, which warranty shall be in addition to any express warranties on the original work.

Sec. 18-12-80. Subsequently Discovered Defects.

If notice of a particular Construction Defect is not given to a Builder by claimant with an opportunity to repair the defect, any alleged Construction Defect discovered after any repairs have been completed shall be subject to the same requirements of this Article.

Sec. 18-12-90. Alternative Dispute Resolution Provisions.

Nothing in this Article shall preclude the claimant and Builder from reaching a mutual agreement regarding alternative dispute resolutions. If a provision found in the declaration, bylaws or rules and regulations of a Homeowners Association or a common interest community requires that Construction Defect claims be submitted to mediation or arbitration, that requirement constitutes a commitment on the part of the unit owner and the association upon which a developer, contractor, architect, builder or other person involved in the construction of the community is entitled to rely. Consequently, a subsequent amendment to the declaration, bylaws or rules and regulations that removes or amends the mediation or arbitration requirement shall not be effective in regard to any Construction Defect claim that is based on an alleged act or omission that predates that amendment.

Sec. 18-12-100. Informed Consent of Homeowners.

Homeowners are entitled to be kept informed by boards of Homeowners Associations of the board's consideration of actions regarding Construction Defects and to have meaningful input and a right to make a considered judgment and give or withhold informed consent. Accordingly,

if a board of an association considers or intends to institute an action asserting one or more Construction Defect, the board must do each of the following:

A. At least sixty (60) days before filing any action under Section 13-20-803.5, C.R.S., the claimant must mail or deliver written notice to each Homeowner at the Homeowner's last known address.

B. The notice must be signed by a person other than, and not employed or otherwise affiliated with, the attorney or law firm that represents or will represent the Homeowners Association in the construction defects claim.

C. The notice required by this section must contain the following information:

- i. The nature of the action and the relief sought;
- ii. The amount of expenses and fees the board anticipates will be incurred, directly or indirectly, in prosecuting the action, including attorney's fees, consultant fees, expert witness fees and court costs (whether incurred by the association directly or for which it may be liable if it is not the prevailing party), or if it does not proceed with action;
- iii. The estimated cost of repairing the defect, or if the defect is not repaired, the estimated reduction in value of the unit;
- iv. The estimated impact on the marketability of units that are not the subject of the action, including any impact on the ability of the Homeowners to refinance their property during and after the action;
- v. The manner in which the association proposes to fund the cost of the action, including any proposed special assessments or the use of any revenues;
- vi. The anticipated duration of the action and the likelihood of success;
- vii. Whether the Builder has offered to make any repairs and, if so, whether the Builder has made repairs; and
- viii. The steps taken by the Builder in accordance with this Article to address the alleged defect, including any acknowledgement, inspection, election to repair or offered repairs.

D. The Homeowners Association may not commence an action unless the board obtains the written consent of Homeowners holding at least a majority of the total voting rights in the association, not including Declarants, after giving the notice required by this Section. Homeowners may vote either directly or through a proxy directed in writing by the Homeowner and confirmed in writing by the proxy. Such consent must be obtained within 60 days after such notice is provided; otherwise the Homeowner shall be deemed to have declined to provide informed consent to such action.

ARTICLE 5 - SEVERABILITY

If any part or provision of this Ordinance, or its application to any person or circumstance is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision or application shall not affect any of the remaining parts, provisions or applications of this Ordinance which can be given the effect without the invalid provision, part or application, and to this end the provisions and parts of this Ordinance are declared to be severable.

ARTICLE 6 – CAUSES OF ACTION RETAINED

Nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

ARTICLE 7 - EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days following publication after the first reading if no changes are made on second reading, or twenty (20) days after publication following second reading if changes are made upon second reading.

INTRODUCED READ AND ORDERED PUBLISHED ON FEBRUARY 3RD, 2015.

CITY OF LONE TREE:

James D. Gunning, Mayor

ATTEST:

(SEAL)

Jennifer Pettinger, CMC, City Clerk



CITY OF LONE TREE STAFF REPORT

TO: Mayor Gunning and City Council

FROM: Jeff Streeter, Chief of Police

DATE: January 27, 2015

FOR: City Council Meeting February 3, 2015

SUBJECT: IGA for Emergency Management Coordinator

Summary

The addition of a shared Emergency Management Coordinator position will allow the Town of Parker and the City of Lone Tree to develop a well-orchestrated emergency management plan that includes prevention, protection, mitigation, response and recovery. In addition this plan will prepare both jurisdictions to meet the requirements within State and Federal law. Through properly meeting the requirements set out, both communities will be better prepared to meet the needs of the community should a natural or manmade disaster occur.

Cost

Initial cost for this program would consist of a fulltime employee approximately salary of \$72,000 plus benefits. Funding cost would be split between the Town of Parker and City of Lone Tree with the identified person being an employee of the City of Lone Tree.

A preliminary review of current preparedness of Lone Tree and Parker has been completed and this review indicates that Parker is in a better position due to their aggressiveness in prior planning. It is recommended that Lone Tree assume a higher percentage of the salary for the individual until such time that the jurisdictions are equally prepared.

Office space is currently available for the position of Emergency Management Coordinator and the only cost associated would be the outfitting of the office space associated to computer, telephone and wiring. Future operating expenses could and more than likely will be identified as a full planning and preparedness takes

effect. These identified needs would be addressed and prioritized to determine funding sources and cost sharing when appropriate.

Suggested Motion or Recommended Action

It is staff's recommendation that the City Council approve and adopt this Intergovernmental Agreement with the Town of Parker to provide both entities with an Emergency Preparedness Coordinator.

Background

As a municipal government agency, the City of Lone Tree is ultimately responsible for protecting the residents, local businesses and surge populations caused by a natural or manmade incident. The public holds the city accountable for the actions of response personnel. In addition to legal and moral responsibilities, there are liability issues involved in the way our jurisdiction handles the response to an emergency.

The role of the emergency management is to develop and maintain an ongoing program of prevention, mitigation, preparedness, response and recovery from an incident. Emergency management should not be a separate entity from the normal functions of government but rather, a position that integrates the jurisdiction's departments and integrating private and nongovernmental organizations in the development of plans and response capabilities when hazards threaten the jurisdiction. In a crisis, emergency management's ability to respond is often a result of what has been accomplished prior to the emergency.

The City of Lone Tree currently houses emergency management planning within the police department and the function is assigned as an ancillary duty of a police commander. The Town of Parker uses a similar structure with the duties of emergency management assigned to a police lieutenant. The Town of Parker and City of Lone Tree have recognized the need to dedicate a person with specific qualifications to assist in truly developing our emergency response plans for our respective entities.

Project Partners

- Town of Parker
- Douglas County Office of Emergency Management
- FEMA
- Colorado Department of Homeland Security
- City of Lone Tree

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE TOWN OF PARKER AND THE CITY OF LONE TREE
FOR SERVICES OF EMERGENCY PREPAREDNESS COORDINATOR**

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2015, by and between the Town of Parker, a Colorado home rule municipality ("Parker"), and the City of Lone Tree, Colorado home rule municipality ("Lone Tree") (each individually the "Party" and collectively the "Parties").

RECITALS

A. Parker maintains and operates a police department for the protection of public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property, and enforcement of the laws of the State of Colorado and the ordinances of Parker.

B. Lone Tree maintains and operates a police department for the protection of public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property and enforcement of the laws of the State of Colorado and the ordinances of Lone Tree.

C. Parker and Lone Tree agree to share in the cost of certain personnel and equipment and sharing is in the best interests of the residents of both municipalities.

D. Parker and Lone Tree agree that the continued coordination of services, equipment and facilities in the manner described herein will save both municipalities taxpayer money over the term of this Agreement.

E. It is the intent of the Parties that Parker assume all costs, both direct and indirect, associated with Lone Tree's provision of services described herein to Parker, to the extent provided herein.

F. Colo. Const. Art. XIV, § 18(2) and C.R.S. § 29-1-203 encourage and authorize local governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each.

G. Parker and Lone Tree as home rule municipalities are authorized to enter into this Agreement, pursuant to Colo. Const. Art. XX, Colo. Const. Art. XI, Section 18, C.R.S. § 29-1-203, and the home rule charters of Parker and Lone Tree.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Lone Tree Police Department Staff/Services. The Parties specifically acknowledge that Parker and Lone Tree are home rule municipal corporations, and as such, the Parties are specifically identified as separate entities, subject only to the degree of cooperation and control specified by this Agreement. The Parties further acknowledge and agree that the Lone Tree Police Department Emergency Preparedness Coordinator described in this Agreement shall be solely the employee of Lone Tree and shall owe all duties and responsibilities to Lone Tree, and shall be

subject to all employee personnel policies and regulations of Lone Tree. The Lone Tree staff member subject to this Agreement is described below. The services that will be provided by Lone Tree are also described below.

a. Emergency Preparedness Coordinator. Lone Tree will employ an Emergency Preparedness Coordinator (the "Coordinator") who performs emergency management services (the "Services") as described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Scope of Work"). Parker desires to use on a percentage basis the Services, as described in the Scope of Work. Lone Tree will provide Parker with such Services. Parker will reimburse Lone Tree for the pro rata cost of employing the Coordinator for providing these Services, based on the Coordinator's total compensation, including benefits.

b. Technology management. As this is a new position for both agencies, any cost associated with the purchase of software or technology will be discussed and agreed upon within the working group as outlined in Paragraph 5 prior to the purchase. The cost for equipment will be split equally and not incur a 15% administrative fee.

c. Administrative Fee. There is added to all cost reimbursements a fifteen percent (15%) administrative fee, which Parker shall pay to Lone Tree to cover the administrative costs associated with this Agreement.

2. 2015 Financial Costs to Lone Tree. Lone Tree will incur costs in providing the Services described in Paragraph 1 of this Agreement to Parker, which costs will be reimbursed by Parker. Parker and Lone Tree acknowledge and agree that the estimate of these costs to Parker are described in **Exhibit B** of this Agreement, which is attached hereto and incorporated by this reference (the "2015 Estimated Budget"). The 2015 Estimated Budget shall not be increased, except by approval of the Parker Town Council and the Lone Tree City Council. Parker shall pay to Lone Tree the actual pro rata cost, including benefits and the administrative fee, for the Coordinator described herein.

3. 2015 Financial Costs and Future Years. The costs to be paid by Lone Tree in 2015 and future years for the Services of the Coordinator described in Paragraph 1 of this Agreement shall be as set forth in the annual budget as approved by the Parties. The formulation of the annual budget for 2015 and future years will be by mutual agreement of the Parties.

a. Preliminary Budget. An initial preliminary planning budget and cost estimates for Services for the next fiscal year shall be presented to both Parties by the Joint Working Group on or before July 31st of each year.

b. Recommended Budget. As early as possible, but no later than August 31st of each year, Lone Tree shall submit to Parker the budget for Services for the next fiscal year to be recommended by Parker to its Town Council.

c. Final Budget. The final budget for Services for the next fiscal year shall be presented to Parker by Lone Tree as early as possible, but no later than November 1st of each year.

4. Payments. Lone Tree will send Parker a quarterly statement for the costs incurred by Lone Tree, including the administrative fee, for the quarter ended. Parker shall pay Lone Tree the amount due on the statement within thirty (30) days of the date of the issuance of such statement. If the statement is not paid in full within thirty (30) days after issuance of the statement, Lone Tree shall refer the issue to dispute resolution as provided by Paragraph 5 of this Agreement.

5. Administration. It is the overriding and critical desire of both Parker and Lone Tree to ensure that the working relationship of the Parties remains strong and united in implementation of this Agreement. To that end, there is hereby created a "Joint Working Group" to administer the Services. The Joint Working Group shall be comprised of the Parker Town Administrator, the Parker Finance Director, the Parker Police Chief, the Lone Tree City Manager, the Lone Tree Finance Director and the Lone Tree Police Chief, or their designees. The Joint Working Group shall meet periodically, but not less than two (2) times per year. Joint Working Group meetings may be called at any time by any member of the Joint Working Group, upon seventy-two (72) hours' advance notice to the other members. The meetings of the Joint Working Group shall not be subject to the Colorado Open Meetings Law. The Joint Working Group may consider the following matters:

a. Operating Procedures. The Joint Working Group shall develop and establish operating procedures related to the Scope of Work to the extent necessary to address matters that are not contained or adequately described in this Agreement or the Scope of Work.

b. Purchasing Procedures. The Joint Working Group shall establish purchasing procedures ("Purchasing Procedures") for equipment related to the Scope of Work.

c. Staff. The Joint Working Group shall recommend new staff which it determines will be necessary to provide the Services.

d. Budget. The Joint Working Group shall recommend a budget as described in Paragraph 3 of this Agreement to the Parker Town Council and the Lone Tree City Council, and an amended budget, if deemed necessary, each year this Agreement is in effect.

e. Dispute Resolution. The Joint Working Group will address disputes between the Parties related to the implementation of this Agreement.

f. Matters of Concern. The Joint Working Group will consider other matters of concern between the Parties related to the implementation of this Agreement.

6. Term and Termination.

a. Term. The initial term of this Agreement shall be from January 1, 2015, through December 31, 2015. Thereafter, this Agreement shall automatically renew for five (5) subsequent one (1) year terms, unless earlier terminated as provided herein.

b. Termination. This Agreement may be terminated by either Party for any reason upon written notice to the other Party provided no later than July 1st of any year, and then the Agreement shall terminate on December 31st of the year in which the notice is given.

c. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

7. Remedies. In the event that Parker or Lone Tree default in the performance of any of the duties and responsibilities under this Agreement, the nondefaulting party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies in the event of default, the nondefaulting party shall be given written notice to the other party of the nature of the default and that such default must be cured within thirty (30) days from the date notice is given.

8. Miscellaneous.

a. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective parties as follows:

Parker: Town Administrator
Town of Parker
20120 East Mainstreet
Parker, CO 80138

Lone Tree: City Manager
City of Lone Tree
9220 Kimmer Drive, Suite 100
Lone Tree, CO 80124

b. Insurance. Lone Tree agrees to procure and maintain the following insurance throughout the term of this Agreement:

Commercial General Liability Insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. This policy will also include errors and omissions coverage.

c. Hold Harmless. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its officers, agents, employees and insurers from and against any and all claims, damages, liability, causes of action or expense of whatever nature (including costs, expenses and attorney fees) which may result from any loss, injury or damage allegedly sustained by any person or entity arising out of or

caused by the first Party's negligence or failure to fulfill the terms and conditions of this Agreement.

d. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

e. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Douglas County, Colorado.

f. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different oral representation, promise, or agreement shall be binding on any Party with respect to the subject matter of this Agreement.

g. Modification. This Agreement may only be modified upon written agreement of both Parties.

h. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, assigns or heirs.

i. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

j. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

k. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

l. Recitals. The Recitals to this Agreement are incorporated by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

CITY OF LONE TREE, COLORADO

By: _____
Jim Gunning, Mayor

ATTEST:

Jennifer Pettinger, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Neil Rutledge, City Attorney

EXHIBIT A

Scope of Work

Overview:

This Scope of Work provides a description of the services and equipment to be provided for this specific project. “TOP” refers to the Town of Parker, “COLT” refers to the City of Lone Tree, “PPD” refers to Parker Police Department, and “LTPD” refers to Lone Tree Police Department. This Scope of Work does not include any requests for work, items or services not described in this Scope of Work.

Description of Services:

It is the intent of the LTPD to provide Emergency Preparedness Coordinator Services to the PPD.

This service will include the following:

Emergency Preparedness Coordinator:

- Coordinate all activities of Emergency Response and Preparedness for the COLT, which includes education program development and staff training. This position will develop, integrate, implement and ensure compliance of Emergency Preparedness policies and procedures throughout the COLT as required by federal and state standards.
- Assist in the development and implementation of goals, objectives, policies and priorities for the emergency management program.
- Plan, develop, and supervise programs and strategies to incorporate recovery policies into the COLT government plans and ordinances.
- Develop and maintain programs and strategies to create partnerships to enhance recovery operations; manage logistical coordination and support of distribution sites and recovery centers; develop and maintain resource management plans/programs.
- Plan, administer and participate in exercises, drills and activities designed to improve response and recovery capabilities.
- Provide on-call, all-hazard emergency coordination support to complex or extended incidents that occur in the COLT locality.
- Seek out and manage local, state and federal grants for emergency services.
- Respond on scene to emergencies as necessary to provide resource support, incident command organizational structure development, and technical advice during multi-agency incidents, countywide impact incidents, mass casualty incidents, or other requested responses.

- Manage various aspects of Homeland Security as a part of the “all-hazards” emergency management program, including grant processing, regional coordination, and representation.
- Assist in organizing and coordinating recovery actions from a disaster or emergency and serves as a liaison with other governmental agencies.
- Coordinate the emergency management program with additional special assignments, including issues in wild land fire, flooding, hazardous materials and emergency medical services.
- Assist with preparation of the annual budget as necessary.
- Collect, analyze and track information regarding emergency or disaster situations and develop appropriate displays to represent the situation.
- Provide documentation analysis and generate after-action reports for emergencies.
- Develop and implement a comprehensive program of education, awareness and outreach on mitigation and recovery for public and private sectors to reduce risks; implement training for the COLT and related organizations for damage assessment, disaster assistance procedures and recovery plan development.
- Deliver presentations to COLT officials and the general public on preparedness for emergency events, recovery, evacuation and debris management.

Administration:

In an effort to maintain a positive environment for both the PPD and the LTPD, it is imperative for issues and problems to be addressed efficiently. To foster communication, the joint services IGA has created a “Joint Working Group” as provided in Section 5 of the Emergency Preparedness Coordinator IGA.

Other administrative considerations are as follows:

- PPD employees and command staff will follow the established chain of command when contacting the coordinator.
- PPD will need to keep LTPD apprised of any staff changes or other information that may be important to Emergency Preparedness operations.

Any additional issues of a significant nature that arise during the term of the Emergency Preparedness Coordinator IGA will be forwarded to the Joint Working Group for review and revision if necessary.

The LTPD and the COLT reserve final authority over the operation of the Emergency Preparedness Coordinator.

Personnel:

The Emergency Preparedness Coordinator is an employee of the COLT and is subject to the policies and operating procedures of the COLT and the LTPD. The Emergency Preparedness Coordinator will be selected, hired and supervised by the COLT and the LTPD pursuant to COLT policies, procedures and rules. It is the intent of the LTPD to include PPD in Emergency Preparedness Coordinator selection processes.

Emergency Preparedness Services:

During the first year (2015) of operation, COLT will be responsible for 75% of the overall cost associated with the position of Emergency Preparedness Coordinator. TOP will be responsible for 25% plus the 15% administrative fee. For each of the following years, TOP shall reimburse COLT 50% of the cost of the Emergency Preparedness Coordinator plus the administrative fee. LTPD will house and store all necessary emergency preparedness equipment and software.

Disputes:

The Joint Working Group will address any complaints, concerns or disputes of a significant nature that arise regarding Crime Scene Processing Services, Crime Analysis Services and Evidence Storage Services. Issues of lesser importance may be addressed by the supervisory staff of both agencies within the guidelines set forth by the Joint Working Group. The value of open and effective communication is imperative to the successful overall operation between the two agencies.

EXHIBIT B

2015 Estimated Budget

Emergency Preparedness Coordinator

2015
Estimated
Budget

Emergency Preparedness Coordinator

Salary and Benefits	\$20,480
Administrative fee – 15%	\$ 3,072
Town of Parker share total	\$23,552



**CITY OF LONE TREE
STAFF REPORT**

TO: Mayor Gunning and City Council

FROM: Torie Brazitis, Management Analyst

DATE: Wednesday, January 28, 2015

FOR: Tuesday, February 3, 2015 City Council Study Session

SUBJECT: IGA for 2015 Douglas County Youth Initiative

Summary

The attached IGA continues the City's annual support of the Douglas County Youth Initiative in 2015, as part of its community support activities. The IGA creates and funds the Youth Initiative by the agreement of seven government entities:

- Douglas County,
- Douglas County School District,
- Douglas County Libraries,
- Town of Castle Rock,
- Town of Parker,
- City of Lone Tree, and
- Highlands Ranch Metro District.

City funding for this program was authorized in the City's FY2015 budget.

Cost

The cost to the City in 2015 would be \$19,800. This is the same amount the City contributed to this program in 2014.

Suggested Motion or Recommended Action

I move to approve the IGA for the Douglas County Youth Initiative.

Background

On its website, the Douglas County Youth Initiative describes itself as a "collaborative project among Douglas County government, the Douglas County School District, the City of Lone Tree, the Town of Castle Rock, the Town of Parker,

the Library District, and the Highlands Ranch Metro District” to “coordinat[e] ... local youth-serving efforts and assess ... the needs of youngest residents.” According to Youth Initiative staff, the City of Lone Tree has supported the Initiative since it began in 2005.

Programs provided by the Youth Initiative include their WrapAround program of comprehensive services for families in crisis situations, the Douglas County Outstanding Youth Awards to honor youth between the ages of 13 and 19 who have overcome significant personal adversity in their lives, the Youth Congress for high school students in Douglas County to work with adults to address issues of importance to youth, and the Douglas County Youth and Family Resource Guide.

Youth Initiative staff reported that the Youth Initiative receives guidance from an advisory board that currently includes representatives from the Town of Parker, Town of Castle Rock, City of Lone Tree, Douglas County, Highlands Ranch Metro District, and the Douglas County School District.

City Finance staff reports that the Youth Initiative is a component unit of Douglas County, and as such does not have its own financial reports such as 990's.

Community Participation in Youth Initiative Services

In 2014, their high school Youth Congress included representatives from the following area schools:

- Chaparral,
- Castle View,
- Douglas County,
- Highlands Ranch,
- Legend,
- Mountain Vista,
- Ponderosa,
- Rock Canyon,
- Sky View,
- STEM, and
- Thunder Ridge.

Additionally, Youth Initiative staff reports that three Lone Tree families were served in 2014 through their WrapAround program to assist families in crisis situations.

New Programs in 2015

According to Youth Initiative staff, the Initiative is adding new programming in 2015, including coordination of juveniles picking up charges and a mentoring component. They reported to City staff that they plan to reach out to child protection here at the County to make sure they are actively offering WrapAround referrals to Lone Tree families they meet through open and closed cases. Youth Initiative staff

will discuss with the Lone Tree Police Department ways to collaborate to serve children or families in Lone Tree in crisis situations, and will also ask the county to proactively offer the Initiative's support and assistance to any Lone Tree children who might face juvenile charges.

Youth Initiative staff also reports that they will continue developing their evaluation tool as they measure WrapAround's effectiveness and cost savings.

The Youth Initiative will also work to expand availability of Teen Court in Douglas County in 2015. Youth Initiative staff reports that Teen Court has successfully been implemented in Town of Parker and Town of Castle Rock. In 2013, the Initiative showcased Teen Court at the 2013 Youth Congress to build awareness of the program. In 2015, they will work on planning to implement it elsewhere, if other communities are interested in having similar access. Youth Initiative staff will be working with County Commissioners on this project, and will meet with Judges from the 18th Judicial District to discuss feasibility.

Attachments

- Attachment A: IGA with Douglas County Youth Initiative
- Attachment B: Douglas County Youth Initiative 2015 Overview (submitted as background)
- Attachment C: Douglas County Youth Initiative Request for Funding, from FY2015 City of Lone Tree budget binders (submitted as background)

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, DOUGLAS COUNTY SCHOOL DISTRICT RE-1, DOUGLAS COUNTY LIBRARIES, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF LONE TREE AND HIGHLANDS RANCH METRO DISTRICT, CONCERNING THE CONTINUED IMPLEMENTATION AND 2015 FUNDING OF THE DOUGLAS COUNTY YOUTH INITIATIVE PROGRAM

THIS AGREEMENT (“Agreement”) is entered into this ___ day of _____, 20___, by and between the Board of County Commissioners of the County of Douglas, Douglas County School District RE-1, the Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree and the Highlands Ranch Metro District, hereinafter referred to jointly as the “Parties”; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S. provide a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the Parties desire to set forth the terms and conditions in connection with the continuing implementation and operation of a collaborative effort known as the Douglas County Youth Initiative Program (“Program”); and

WHEREAS, the Program will include a Youth Services Program Manager, Program Initiatives such as WrapAround and Youth Congress, Community Coalitions, and an Advisory Board of the Youth Initiative; and

WHEREAS, the Parties have agreed to share the costs of implementing and operating the Program in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

Section 1. Subject Matter of Agreement. This Agreement sets forth the understanding of the Parties associated with the exchange of consideration, the ongoing costs and management of the Program and the responsibilities of the Parties under this Agreement.

Section 2. Duration of Agreement. This Agreement shall be effective for a period of one year, beginning January 1, 2015, subject to annual appropriation of funds by all Parties hereto. In accordance with statute, if any Party to this Agreement should decide, in adopting the budget for subsequent Agreement years, not to provide funding for the Program, then that Party may withdraw from participation in this Agreement for future terms by giving written notice thereof to the other Parties and the remaining Parties shall have the option to negotiate and continue a cost sharing arrangement and operation of the Program for another one year period.

Section 3. Relationship of the Parties. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

Section 4. Appointment of Program Services Manager. The Parties agree that the individual hired as the Youth Services Program Manager will be a Douglas County employee for all purposes and with the same benefits and at-will employment status as other County employees. The activities and performance of the Youth Services Program Manager will be subject to review by the Deputy County Manager with input from the Program Executive Board.

Section 5. Cost Sharing. The Parties agree to provide the following funding for the 2015 calendar year period:

- A. Beginning January 1, 2015, and concluding December 31, 2015, the basic estimated cost of implementing and operating the Program is \$170,500. The Parties agree to pay the following cost sharing amounts:

Douglas County School District Re-1:	\$35,750
Douglas County:	\$35,750
Douglas County Libraries	\$19,800
Town of Castle Rock:	\$19,800
Town of Parker:	\$19,800
City of Lone Tree:	\$19,800
Highlands Ranch Metro District	\$19,800

*Douglas County School District Re-1	\$40,000
*Douglas County:	\$40,000

*Parties have agreed to provide additional funding

- B. Douglas County shall be the recipient of the contributed funds as Douglas County will be the Party responsible for hiring the Youth Services Program Manager. The funds received for the Youth Services Program Manager shall be spent for costs directly associated with that position. Payments may be made annually or semi-annually at the discretion of the participating Parties.

Payments: Payments may be paid:

- One time payment due upon receipt of fully executed IGA
- ½ due upon receipt of fully executed IGA and remaining ½ due by July 2015.

Payments can be made by check payable to Douglas County.

Section 6. Responsibilities of the Parties.

- A. The Advisory Board shall be made up of one representative from each participating Party; each funding entity will have representation; and the Advisory Board shall be responsible for the following:
 - (i) Provide feedback into the recruitment, hiring, and evaluation of the Youth Services Program Manager, although the final hiring and any and all other employment-related decisions shall be made by Douglas County in accordance with applicable Douglas County employment procedures and policies.
 - (ii) Act as a regular liaison with the agencies they represent.
 - (iii) Provide oversight and direction for the Program, on behalf of their constituents.
 - (iv) Participate with the Parties in the annual evaluation of the Program.

- B. The Parties shall be responsible for the following:
 - (i) Participate with the implementation and operation of the Program.
 - (ii) Provide a regular liaison to the meetings of the Advisory Board.
 - (iii) Participate with the annual evaluation of the Program.

- C. The responsibility for providing office space and basic office supplies for the Youth Services Program Manager shall be the responsibility of Douglas County, including a dedicated telephone line and computer email and internet access. The value of these benefits will be in addition to that covered in Section 5 (A) above.

Section 7. Specific duties of the Youth Services Program Manager.

The specific duties and responsibilities of the Program Services Manager are set forth in Attachments I, and II, to this Agreement, and are incorporated herein by this reference, and are summarized as follows:

- A. Attachment I: Bylaws of the Douglas County Youth Initiative Advisory Board. The Advisory Board oversees the Program Manager position and provides programmatic guidance..

- B.. Attachment II: Proposed 2015 Budget.

Section 8. Notice. Any notice required by this Agreement shall be given, in writing by U.S. postal mail, as follows:

Town of Castle Rock:	Town of Castle Rock 100 N. Wilcox Castle Rock, CO 80104
Douglas County:	Douglas County Manager 100 Third Street Castle Rock, CO 80104
Douglas County School District RE-1:	Douglas County School District RE-1 620 Wilcox Castle Rock, CO 80104
Douglas County Libraries	Douglas County Libraries 100 S. Wilcox St. Castle Rock, CO 80104
Town of Parker:	Town of Parker 20120 E Mainstreet Parker, CO 80138
City of Lone Tree:	City of Lone Tree 9220 Kimmer Dr., Suite 100 Lone Tree, CO 80124
Highlands Ranch Metro District	Highlands Ranch Metro District 62 Plaza Drive Highlands Ranch, CO 80129

Section 9. Applicable Law. The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed.

Section 10. Non-waiver. The Parties shall not be excused from complying with any provisions of this Agreement by failure of any party to insist upon or seek compliance with such provisions.

Section 11. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

Section 12. Amendment. This Agreement may be amended, modified, or changed, in whole or in part, only by written Agreement executed by the Parties hereto.

Section 13. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties herein, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than the Parties herein receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 14. Assignability. No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Parties.

Section 15. Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

Section 16. Governmental Immunity. The Parties hereto understand and agree that the Parties, their commissioners, council, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Parties.

Section 17. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties hereto. The Parties agree there has been no representations made other than those contained herein, that this Agreement constitutes the entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

Section 18. Execution. This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties until execution by all signatories of the Parties.

**The Board of County Commissioners of the
County of Douglas**

By: _____
Doug DeBord, County Manager

ATTESTED:

By: _____
Melissa Pelletier, Deputy Clerk

APPROVED AS TO LEGAL FORM:

Chris Pratt, Assistant County Attorney

APPROVED AS TO FINANCIAL CONSIDERATIONS:

Andrew Copland, Director of Finance for Douglas County

Douglas County School District RE-1

By: _____
John Carson, President of the Board of Education
for Douglas County School District

ATTEST:

Nona Eichelberger, Board Secretary

APPROVED AS TO LEGAL FORM:

Richard Bump, Board Legal Counsel

Town of Parker

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO LEGAL FORM:

James S. Maloney, Town Attorney

City of Lone Tree

By: _____
James D. Gunning, Mayor

ATTEST:

Jennifer Pettinger, CMC, City Clerk

APPROVED AS TO LEGAL FORM:

Neil Rutledge, Assistant City Attorney

Town of Castle Rock

By: _____
Mark Stevens, Town Manager

Attest:

Sally A. Misare, Town Clerk

APPROVED AS TO LEGAL FORM:

Robert J. Slenz, Town Attorney

Douglas County Libraries

By: _____
Bob Pasicznyuk, Executive Director

ATTEST:

Aspen Walker

APPROVED AS TO LEGAL FORM:

Tamara K. Gilida

Highlands Ranch Metro District

By: _____
Terry Nolan, General Manager

ATTEST:

APPROVED AS TO LEGAL FORM:

ATTACHMENT I – BYLAWS

BYLAWS of the DOUGLAS COUNTY YOUTH INITIATIVE

Article I: Name. The name of this organization shall be Douglas County Youth Initiative (the “Youth Initiative”).

Article II: Purpose. The purpose of the Youth Initiative is to unite the Douglas County community, including youth, parents, agencies, governments, schools, nonprofits and other adults, in our mutual efforts to:

- Identify gaps and collaborate effectively to create a seamless continuum of services.
- Advocate for system improvements that will better serve youth and families of Douglas County.
- Support youth and encourage their contributions to the broader community.
- Effectively intervene with youth who are endangered by their decisions and/or situation.
- Support and expand opportunities for youth to express viewpoints.
- Support parents and caregivers with resources, education and unconditional care.

These goals shall be achieved by means of programs as determined by the Advisory Board, which may include, but are not limited to, Youth Congress, the WrapAround program, and a Day of Service.

Article III: Advisory Board.

Section 1: Composition. Each funding entity for the Youth Initiative shall appoint one or more representatives to serve on the Youth Initiative Advisory Board. When any member of the Advisory Board is unable to continue as a member, the funding entity shall appoint a replacement member to fill the vacancy on the Advisory Board.

Section 2: Duties of the Advisory Board. The Advisory Board shall oversee the operations of the Youth Initiative. Such duties shall include the following:

- Programmatic guidance to the Program Manager of the Youth Initiative;
- Along with Douglas County, annual approval of the Youth Initiative budget;
- Review and monitoring of the operations of the Youth Initiative in order to ensure achievement of the purposes of the Youth Initiative;
- Consultation and advisement regarding employment of the Youth Initiative Program Manager as well as employment and/or contracts of other Youth Initiative staff;

- Make recommendations to Douglas County as the employer of the Youth Initiative Program Manager and the fiscal agent for the Youth Initiative as to Program Manager performance, fiscal matters, and Youth Initiative operations; and;
- Make recommendations to the Partnership of Douglas County
- Governments as to the overall operations and funding of the DCYI

Section 3: Officers. The Advisory Board shall select from among its ranks officers in the following positions: President, Vice President, Secretary, Treasurer, and such other officers as the Advisory Board deems necessary.

Section 4: Duties of the Officers. The duties of the officers shall be those established by the Advisory Board and shall include the following:

- President: Set the agenda for meetings, in conjunction with the Youth Initiative Program Manager; chair meetings and facilitate discussion
- Vice President: Perform the duties of the President in the absence or incapacity of the President
- Secretary: Oversee records of the Advisory Board; record meeting activities, votes, and proceedings; generate and distribute meeting minutes
- Treasurer: Oversee financial records of the Youth Initiative and periodically report on the financial condition of the Youth Initiative to the Advisory Board on at least a quarterly basis.

Section 5: Election or Appointment of Officers. Officers shall be elected on an annual basis at the first regular meeting of each calendar year or at such time as members of the Advisory Board shall in its discretion determine. In the event of a vacancy during the year or in the event that the representative appointed by a funding entity to serve as a member of the Youth Initiative Advisory Board and who has been elected to serve as an Officer shall cease to be a member of the Advisory Board, the Advisory Board shall elect a successor from its membership at the next regular meeting and such successor shall serve the unexpired term of the office.

Article IV: Primary Operations. The Youth Initiative Program Manager shall be an employee of Douglas County and shall office in such location as established in the discretion of Douglas County. Douglas County shall be responsible for the day-to-day operations of the Youth Initiative and shall be authorized to staff the Youth Initiative as may be necessary to carry out the purpose and function of the Youth Initiative as set by the Advisory Board.

Article V: Meetings of the Advisory Board.

Section 1: Regular Meetings. The Advisory Board shall meet no less than quarterly.

Section 2: Special Meetings. The President of the Board may, when s/he deems it expedient, and shall, upon written request of three Board members, call a special meeting for the purpose of conducting business designated in the call. Notice of special meetings shall be delivered to Board members no less than two business days prior to such meeting. Business conducted as special meetings shall be limited to that designated in the call, unless all members

of the Board are present.

Section 3: Quorum. Action by the Advisory Board shall only take place if a quorum is present. A quorum of the Advisory Board shall consist of a simple majority of the funding entities of the Youth Initiative. If a funding entity has appointed more than one representative to serve on the Advisory Board, only one representative shall count for purposes of determining whether there is a quorum of the Advisory Board.

Section 4: Meeting Attendance. When a member of the Advisory Board is unable to attend a meeting, the funding entity may appoint an alternate to participate in the decision making processes on behalf of the member jurisdiction.

Article VI: Amendments to the Bylaws. The bylaws of the Youth Initiative shall be amended only with the approval of a majority of the Advisory Board at a regular or special meeting, but no such amendment shall be adopted unless at least five business days written notice thereof has been previously been given to all members of the Advisory Board.

Approved January 9, 2012

ATTACHMENT II – BUDGET

**Douglas County Youth Initiative Budget
2015**

**Douglas County Youth Initiative
Budget 2015**

Revenue

CR IGA	19,800.00
LT IGA	19,800.00
Parker IGA	19,800.00
Library IGA	19,800.00
HR Metro IGA	19,800.00
DCSD IGA	35,750.00
County IGA	35,750.00
DCSD extra \$	40,000.00
DC extra \$/Miller grant	40,000.00
TANF	35,788.00

Total Revenue 286,288.00

Expenses

Program Manager	90,056.00
Cell Phones	2,350.00
Mileage	12,000.00
Worker's Comp	2,160.00
Coaching/Training	5,000.00
Youth Congress	5,000.00
WRAP (3)	119,500.00
Health Ins (3)	19,799.00
Supplies/Misc	5,000.00
New Programs	5,000.00
Reserve for new hire	20,423.00

Total Expenses 286,288.00



Beginning in 2015: Juvenile Justice Coordination:

Teen Court and managing FACES/1451

- *Helping coordinate services for juveniles in detention/court via FACES - Chris
- *Working for system coordination
- *Effectively intervening with youth and their families involved in the juvenile justice system
- *Working with Probation, GAL's and DA's office
- *Begin process to implement Teen Court



Family Engagement:

Methodology: WrapAround and Mentoring WRAP families

- *Effectively intervene with youth who are endangered by their decisions and/or situation via WRAP and Mentoring
- *Facilitate, mediate, and coordinate family involvement with various systems
- *Prevention! Work towards preventing children from entering various systems
- *Work towards cost savings and healthier families
- *Working with 16+ homeless population
- *Working with disruptive adoptive families



Events/Programs:

Youth Congress, Outstanding Youth Awards, Lunch-n-Learn Series/Community Education

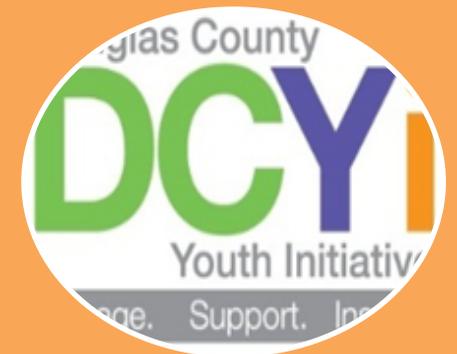
- *Support youth and encourage their contributions via Outstanding Youth Awards
- *Educate young people how policy is made in their community and support and expand opportunities for youth to express viewpoints via Youth Congress
- *Engage young people via a representative on Advisory Board and on planning cmte for Youth Congress
- *Offer adult community members the opportunity to interact with children in their community
- *Hosting successful Lunch-n-Learn community education series



Communication/Coordination and Resources:

Rapid Family Response and Rapid Community Support for families and professionals, including DCSD and DHS

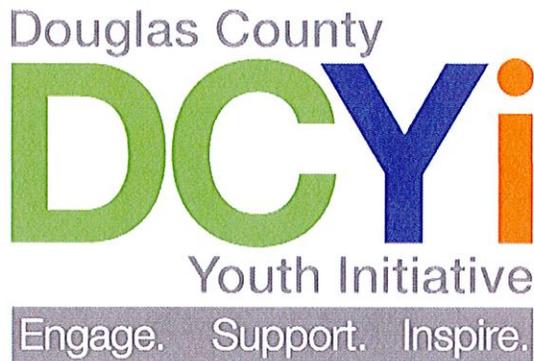
- *Support the community with resources, education and coordination
- *Provide facilitation between families and various systems
- *Publish the extensive Family Resource Guide: <http://www.douglas.co.us/documents/douglas-county-youth-and-family-resource-guide.pdf>
- *Producing informational DCYI video



Staff:

- Marsha Alston: Youth Services Program Manager**
- Tena Lyles: WRAP Family Support Partner/Facilitator**
- Patsy Bjork: WRAP Facilitator**
- Amie Hare: WRAP Facilitator**
- Chris Meyer: 2nd Q 2015 / 1451 and FACES**

The DCYI 2015 Strategic Plan, offering a Continuum of Care for Douglas County youth, families, and community



Vision

The Douglas County Youth Initiative envisions a community in which youth are involved, valued, productive, protected and healthy.

Mission

Our mission is to unite the Douglas County community, including youth, parents, agencies, governments, schools, nonprofits and other adults, in our mutual efforts to:

- Collaborate effectively as a seamless continuum of services.
- Advocate for system improvements that will better serve youth and families of Douglas County.
- Support youth and encourage their contributions to the broader community.
- Effectively intervene with youth who are endangered by their decisions and/or situation.
- Support and expand opportunities for youth to express viewpoints.
- Support parents with resources, education and unconditional care.

Our Programs

Continue to serve families through the WrapAround program receiving referrals from Police Dept.'s., Teen Court programs, the School District, and the Juvenile Assessment Center:

In 2014, we have so far worked with 35 families. We have received referrals from the Juvenile Assessment Center, Mesa Middle School, Magistrate Beth Dumler, Castle View High School, and Child Protection Division, to just name a few. A special note: WrapAround worked with a young person who had been expelled from school, was asked to leave her parent's home, had picked up juvenile charges and was on probation. We worked with

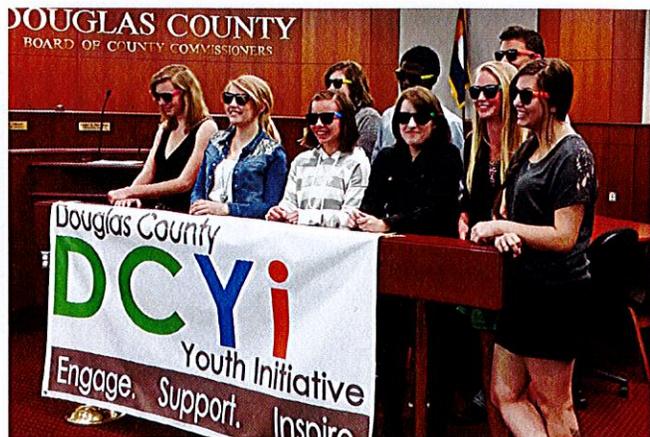
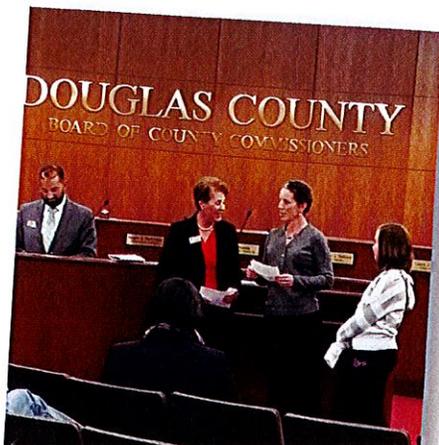
this young lady for several months, and she now has an apartment, a job, and graduated from high school. We are working on her relationship with her parents and she is currently receiving services at Arapahoe Douglas Mental Health. We are happy that she is meeting probation requirements, will not go to jail, and that she graduated from high school!

Work with three specific schools focusing on children who receive Free and Reduced Lunches, and/or have a mental health diagnosis:

We are currently working with two families that attend Mesa Middle School and Sierra Middle School. Both children have mental health diagnoses. DCYI wants to be viewed as a tool for our schools to help families become more self-sufficient and healthy.

Develop two new DCYI programs: "CIA: Communication in Action," an event where we will convene high school students to solicit their opinions and ideas so we can increase the Youth Initiative's awareness surrounding local youth issues, and bring back the Outstanding Youth Awards:

- a. **We have held two "CIA" events and collected data from high school students to use for future programming.**
- b. **The DCYI hosted the Outstanding Youth Awards Event, recognizing students for their outstanding contributions, particularly under challenging circumstances, on April 15, 2014. We received 22 nominations and recognized 10 students. Pictures of the event are below:**



Continue working on our evaluation tool as we measure WrapAround's effectiveness and cost savings. In 2013, we drafted a tool to measure a child's risk factors when they enter the WRAP program:

Tool is used to capture risk factors and the associated cost savings relevant to each family.

SAMPLE DATE BASE ENTRY

Status: Active
 Referral Date: 3-11-13
 Facilitator: Patsy

Forms Signed: FCM Y, S/S No, FAMILY FCFRM No

MOM'S LAST NAME: Alston
 FIRST NAME CHILD: Marsha
 REFERRED CHILD: Tommy
 GENDER: F, Age: 11, DOB: 5, Grade: N, Sp: N, Ed: C, Ethnicity: C

Father: Frank

Family Contact Information:
 Street Address:
 City, State, Zip:
 Cell Phone:
 Home Phone:
 Email:

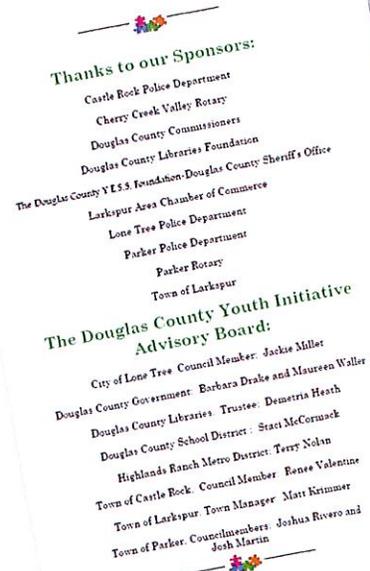
DOMAINS IDENTIFIED	SPECIFIC DOMAINS	#	Domain
School	Truancy		
Mental Health	Diag		
CHS	Involved		
GBRS	None		
ENY	None	N	
Enforcement	None	N	
Resources	None	N	
General Health	None	N	
Parenting	Int		
Financial	None	N	
General	None	N	
Summary	4		
Quadrant	50% 2nd Quadrant		
Cost Associated	\$4,000.00.000		

Work with the Douglas/Elbert Task Force to identify 3-5 families who are repeat visitors to the agency:

We are currently working with two families from the Task Force. We have assisted one family with housing and employment. The second family we are assisting is a single mom with a son with Autism. We are working with that family to get fresh food and clothing for the son, among other resources.

Research and connect with new funders in order to establish new lines of funding:

We have secured new funding from the Dept. of Human Services, \$10,000. In addition, I have met with a former VP at STARZ to work on packets for Douglas County businesses for funding. We also



received \$1,100 in donations to support the Outstanding Youth Awards event.

Begin the process of collaborating with other jurisdictions to implement Teen Court in the two remaining areas of the County that do not provide the program:

I have met with both Castle Rock and Parker's Teen Court Coordinators. I am working on a presentation for the DA's office to discuss Teen Court in the other jurisdictions in Douglas County.

Research new programs to host under the umbrella of the Youth Initiative.

Working on expanding our services to assist families and juveniles involved in the juvenile justice system.

Letters of support

To Whomever This May Concern,

I am Marilyn Haffey and I am a grandparent. I have had the opportunity recently to work closely with Patsy Bjork on developing the Individual Education Plan for my grandson. Patsy is a guardian angel who has fallen from the sky and right into our lap.

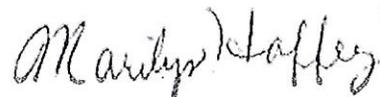
Patsy is totally dedicated to her work. Her main focus is on the care and concern for the children and the families she serves. She understands the importance of developing a plan and following through so the children will have every possible opportunity to succeed. Patsy has empathy for the entire family unit and all those involved with a child's life, because she understands that for a child to succeed, everyone involved with the child must succeed.

Not only does Patsy have the knowledge, experience and understanding of the educational system, but she has a caring heart. She works tirelessly and with true concern. She is totally dedicated to her work. She is honest and trustworthy. Patsy has respect for the entire family and in turn receives respect from the family and from the other professionals on her team.

Patsy Bjork performed in an exemplary manner planning and organizing the meetings for my grandson. She gathered the team together, helped to develop a plan, followed up on each team member and made sure we were all doing our part in preparation for the next meeting. She did all this with one goal in mind and that was for the success for my grandson.

Now you understand why I called Patsy Bjork a guardian angel. She is an outstanding professional who works above and beyond her job responsibilities. Any organization would be proud to have her on their team. I look forward to having a continuing professional relationship with her. I know I can call on her for advice anytime.

Sincerely,



Marilyn Haffey, BSN, MN
LTC, USAF; (retired)



Douglas County School District
Quality. Lead tomorrow.

Personalized Learning
Jason Germain, PhD
Chief Student Advocacy Officer

7/30/2014

Dear Supporters of the Douglas County Youth Initiative:

On behalf of the Douglas County School District's Personalized Learning Department, I am writing a letter of support for the Douglas County Youth Initiative and the Douglas County WrapAround program. The prevention and intervention efforts that stem from the two aforementioned programs offer a high level of support for the children and families of Douglas County and have played a key role in the academic success of many of our students. As a result, the Personalized Learning Department is in full support of their work acknowledging the need for prevention and intervention for Douglas County children and families.

Our department is also in support of The Douglas County Youth Initiative working to unite the community in their efforts to:

- Collaborate effectively as a seamless continuum of services;
- Advocate for system improvements that will better serve youth and families of Douglas County;
- Support youth and encourage their contributions to the broader community, via Youth Congress and the Outstanding Youth Awards Program;
- Actively intervene with youth who are endangered by their decisions and/or situation, via the WrapAround program;
- Support and expand opportunities for youth to express viewpoints; and
- Support parents with resources, education and unconditional care.

Douglas County School District and specifically the Personalized Learning Department has and will continue to be excited by the opportunity to partner with the Douglas County Youth Initiative and WrapAround programs to support youth and families in Douglas County. We are committed to working collaboratively to meet the needs of our community. Should you have any questions regarding this letter of support you can contact me directly at 303-387-0077.

Respectfully,

Jason Germain, PhD
Chief Student Advocacy Officer
Douglas County School District
jason.germain@dcsdk12.org

620 Wilcox Street | Castle Rock, CO 80104 | 303.387.0077 ph | 303.387.0119 fax

