



# City of Littleton

Littleton Center  
2255 West Berry Avenue  
Littleton, CO 80120

## Meeting Agenda

### City Council

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Tuesday, May 9, 2017

6:30 PM

Community Room

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#### Study Session

#### **1. Ordinance/resolution review for following regular meeting**

- a) [Ordinance 12-2017](#) An ordinance on first reading to approve access to the Colorado Quarterly Census of Employment Wages database

**Attachments:** [Ordinance 12](#)  
[Exhibit A](#)  
[QCEW License Agreement](#)

#### **2. Study Session Items**

- a) [ID# 17-141](#) Financial Update  
**Attachments:** [Council Study Session 5-9-17](#)
- b) [ID# 17-142](#) Police Department Update





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**File #:** Ordinance 12-2017, **Version:** 2

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Agenda Date: 05/09/2017

Subject:

An ordinance on first reading to approve access to the Colorado Quarterly Census of Employment Wages database

Presented By: Denise Stephens, Economic Development Director

**POLICY QUESTION:**

Does city council support approval of the ordinance to approve access to the Colorado Quarterly Census of Employment Wages database?

**BACKGROUND:**

The **Quarterly Census of Employment and Wages (QCEW)** is a federal government program managed in Colorado by Colorado Department of Labor. The primary product of this data is the reporting and tabulation of the number of employees and wages for all establishments paying into unemployment insurance. Employment covered by these unemployment insurance programs represents about 97% of all wage and salary civilian employment in the country.

This data is commonly used by many governmental organizations to better understand employee counts, wages, industries, work/home locations, etc. It is a valuable resource in understating the business community and useful in economic analysis and planning.

QCEW data, in its most detailed form, requires confidentiality as it provides actual numbers of employees, and wages per establishment and to obtain it, requires the City to sign a license agreement with strict terms of confidentiality. All summary data the City would produce would be approved by the Colorado Department of Labor so as not to violate privacy terms.

The City of Littleton can access to this valuable data (provided an agreement has been signed) and would like to purchase the information. The data will be processed by staff and summary level information will be provided to city staff, council, and the public. Information produced may include:

- The total number of establishments by industry
- Average wages by industry
- Total employee counts
- Total business counts

- Total number of employees who live and work in Littleton
- Total number of employees who live outside Littleton but work in the city

**STAFF ANALYSIS:**

Quarterly Census of Employment and Wages (QCEW) is the most accurate and current employment and wage data available. The ability to access and aggregate the data will allow the Economic Development Department to better understand increased or decreased growth of jobs and wages.

**OPTIONS/ALTERNATIVES:**

N/A

**FISCAL IMPACTS:**

\$230 per year from the General Fund

**STAFF RECOMMENDATION:**

Staff recommends approval

**PROPOSED MOTION:**

**for May 16**

I move to approve on first reading the ordinance to approve access to the Colorado Quarterly Census of Employment Wages database and to schedule a public hearing.

1 **CITY OF LITTLETON, COLORADO**

2  
3 **ORDINANCE NO. 12**

4  
5 **Series, 2017**

6  
7 **INTRODUCED BY COUNCILMEMBERS:**

8  
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**  
10 **COLORADO,**

11  
12 **WHEREAS,** The City Charter requires City Council approval of any contract  
13 exceeding two years, and

14  
15 **WHEREAS,** The contract with the State of Colorado for the Quarterly Census of  
16 Employment Wages data includes a provision that extends beyond two years, and

17  
18 **WHEREAS,** The Quarterly Census of Employment Wages data will allow the  
19 city access to the most accurate and current employment and wage data available to better  
20 understand increased or decreased growth of jobs and wages.

21  
22 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**  
23 **THE CITY OF LITTLETON, COLORADO, THAT:**

24  
25 **Section 1:** The city is allowed to approve a contract to access to the Colorado  
26 Quarterly Census of Employment Wages data which exceeds the two year maximum contract  
27 period codified in the city charter.

28  
29 **Section \:** Severability. If any part, section, subsection, sentence, clause or  
30 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the  
31 validity of the remaining sections of this ordinance. The City Council hereby declares that it  
32 would have passed this ordinance, including each part, section, subsection, sentence, clause or  
33 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,  
34 clauses or phrases may be declared invalid.

35  
36 **Section \:** Repealer. All ordinances or resolutions, or parts thereof, in  
37 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the  
38 repealer clauses of such ordinance nor revive any ordinance thereby.

39  
40  
41 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the City Council  
42 of the City of Littleton on the \_\_\_ day of \_\_\_\_\_, 2016, passed on first reading by a vote of  
43 \_\_\_ FOR and \_\_\_ AGAINST; and ordered published by posting at Littleton Center, Bemis  
44 Library, the Municipal Courthouse and on the City of Littleton Website.

45 **PUBLIC HEARING** on the Ordinance to take place on the \_\_\_ day of

46 \_\_\_\_\_, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue,  
47 Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

48

49 PASSED on second and final reading, following public hearing, by a vote of \_\_\_\_\_FOR  
50 and \_\_\_\_\_ AGAINST on the \_\_\_\_ day of \_\_\_\_\_, 2016 and ordered published by  
51 posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton  
52 Website.

53 ATTEST:

54 \_\_\_\_\_  
55 Wendy Heffner  
56 CITY CLERK

\_\_\_\_\_  
Bruce O. Beckman  
MAYOR

57  
58 APPROVED AS TO FORM:

59  
60 \_\_\_\_\_  
61 Kenneth S. Fellman  
62 ACTING CITY ATTORNEY

63  
64

JOHN HICKENLOOPER  
Governor

ELLEN GOLOMBEK  
Executive Director

PAUL SCHACHT  
Director



# DEPARTMENT OF LABOR AND EMPLOYMENT

LABOR MARKET INFORMATION

633 17<sup>th</sup> Street, Suite 600  
Denver, Colorado 80202-2107  
(303) 318-8864 (303) 318-8871

**This is a legal document. Legal counsel should be consulted before signing.**

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made by and between:

\_\_\_\_\_  
City of Littleton  
\_\_\_\_\_  
2255 W Berry Ave  
\_\_\_\_\_  
Littleton, CO 80120  
\_\_\_\_\_  
(Licensee)

and

THE STATE OF COLORADO  
DEPARTMENT OF LABOR AND EMPLOYMENT  
633 17<sup>th</sup> Street, Suite 600  
Denver, CO 80202-2107  
(Licensor)

The Licensor is an agent of the United States Bureau of Labor Statistics for the purposes of collecting and securing Quarterly Census of Employment Wages "QCEW" wage, employment data from Colorado employers and is authorized to issue a non-exclusive license for this information to public and non-public entities provided that the information is adequately secured from non-authorized access or publication.

**UPON ACCEPTING RECEIPT OF THE LICENSED INFORMATION LISTED BELOW, OR ANY PART THEREOF, THE LICENSEE AGREES TO THE TERMS AND CONDITIONS LISTED ON PAGE 2 OF THIS LICENSE AGREEMENT.**

### LICENSED INFORMATION PROVIDED:

Report Description	Report Period	Amount
CIPSEA Compliant QCEW Micro Data	As Requested	\$230.00
<b>TOTAL AMOUNT DUE WITHIN 30-DAYS OF INVOICE RECEIPT * ALL FEES ARE NON-REFUNDABLE</b>		

Received by:  
LICENSEE

LICENSOR

Name: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

Paul Schacht  
Director  
Labor Market Information

## LICENSE AGREEMENT TERMS AND CONDITIONS

1. Upon receipt of total payment due (as specified on Page 1), the Licensor grants a non-exclusive revocable license to the Licensee to access and use, as limited herein, all Licensed Information (as specified on Page 1). LICENSOR DISCLAIMS ALL WARRANTIES REGARDING THE LICENSED INFORMATION, SPECIFICALLY THE WARRANTIES OF MERCHANTABILITY AND PARTICULAR PURPOSE. LICENSEE RELEASES LICENSOR FROM ANY CLAIMS, JUDGMENTS, OR DAMAGES, CONSEQUENTIAL OR DIRECTLY ARISING FROM ANY ERRORS OR OMISSIONS CONTAINED WITHIN THE LICENSED INFORMATION, OR ANY PART THEREOF, OR ARISING FROM THE LICENSEE'S RELIANCE UPON THE LICENSED INFORMATION OR OMISSIONS OF INFORMATION, OR ANY PART THEREOF.
2. Licensee shall pay the total non-refundable payment due within thirty (30) days of receipt of the information. If payment is not received by Licensor during this period, Licensor shall invoice the Licensee, and Licensee shall immediately pay, the total amount specified on Page 1 plus a billing fee calculated at the greater of eighteen percent per annum of the total amount due or twenty-five and no/100 dollars (\$25.00). If the fee is not paid within the above specified time, Licensee shall immediately return all Licensed Information to the Licensor.
3. Licensee acknowledges and agrees to protect the confidentiality of the Licensed information provided and to adequately secure the Licensed information from non-authorized access or publication.
  - (a) Except in the event it is necessary for the Licensee to utilize a third-party to format, process or use the information, the Licensee shall not copy or permit others to copy the Licensed Information, or any part thereof. In the event the Licensee must utilize a third-party to format, process, or use the information, the Licensee shall not allow the third-party to use the information, or any part thereof, for any purpose other than the Licensee's valid administrative function. Any breach of Licensed Information's confidentiality or any of the duties specified in section 3 by Licensee's third-party shall be deemed to be a breach on the part of the Licensee.
  - (b) Licensee shall use the Licensed Information, or any part thereof, only to the extent necessary to assist in the Licensee's valid administrative function;
  - (c) The Licensee's rights to use the information are not assignable, the Licensee shall not assign or transfer, nor attempt to assign or transfer its rights pursuant to this contract.
  - (d) Licensee shall restrict access to the Licensed Information to only those employees or agents of the Licensee whose access is necessary to assist the Licensee's valid administrative function. Upon Licensor's request, Licensee shall provide to Licensor in a timely manner, a listing of all individuals who may access the Licensed Information.
  - (e) Licensee shall not publish, sell, or disclose the Licensed Information, or any part thereof, to the extent that the information published of any area, industry, Federal Department or Federal Agency level contains fewer than three (3) reporting units (as defined in C.R.S. 8-70-103(9), 1987 Rep. Vol., as amended), or eighty percent (80%) of the total employment of the applicable reporting level is made up by a single reporting unit.
4. In the event of Licensee's breach of the Licensed Information's confidentiality or any of the Licensee's duties specified in section 3, the Licensee shall return all Licensed Information to the Licensor and pay the Licensor within thirty (30) days the sum of one-thousand and no/100 dollars (\$1,000.00). The Licensee is a governmental entity and does not waive the obligations or benefits afforded it under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq.
5. The term of the License Agreement shall commence upon Licensor's receipt of total payment. The License Agreement shall continue until it is terminated upon Licensee's discontinued use of Licensor's confidential information for a one (1) year period or if Licensee defaults on the obligations and conditions of this License Agreement and fails to correct the default within thirty (30) days.
6. The Licensee warrants that it possesses the legal authority to enter into this Contract. The person or persons signing this Contract on behalf of the Licensee also warrants that they have full authorization to execute this contract.
7. The Licensee agrees that all Licensed Information is the sole property of the Licensor.
8. Licensee shall permit the Licensor, the U.S. Department of Labor, or any other duly authorized agent or governmental agency, to monitor all activities conducted by the Licensee pursuant to the terms of this Contract. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with Licensee's work.
9. The Licensee shall notify the Licensor, within five (5) days after being served with a summons, complaint, or other pleading in a case which involves services provided under this contract and which has been filed in any Federal or State court or administrative agency, and shall deliver copies of such document to the Licensor.
10. This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State of Colorado Fiscal Rules. Any Licensor waiver of an alleged breach of confidentiality by the Licensee or third party agents of the Licensee is not to imply a waiver of any subsequent breach.
11. All notices required and permitted pursuant to this Contract shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, postage prepaid, registered or certified, return receipt requested, and addressed to the addresses stated on Page 1 or to such other address as has been designated by a notice complying with the foregoing requirements.
12. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. The terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term of provision hereof. In the event the Controller of the State of Colorado subsequently disapproves this contract, this contract shall terminate and the State shall return all sums paid by the Licensee, and the Licensee shall return all Licensed Information without penalty, or right to cause of action.



JOHN HICKENLOOPER  
Governor

ELLEN GOLOMBEK  
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PAUL SCHACHT  
Director



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Received by:  
LICENSEE

LICENSOR

Name: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Paul Schacht Date  
Director  
Labor Market Information





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**File #:** ID# 17-141, **Version:** 1

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Agenda Date: 05/09/2017

Subject:  
Financial Update

Presented By: Tiffany Hooten, Finance Director

**BACKGROUND:**

A financial update was provided to the council at the retreat on April 28, 2017 to include the General Fund and the Capital Projects Fund as well as updated five-year projections. This is a continued review of that information.



# Financial Update

May 9, 2017



# Financial Update

- General Fund
- Capital Projects Fund
- Five-year General Fund Projections
- Capital Improvements Plan
- Estimated TABOR Excess

# General Fund

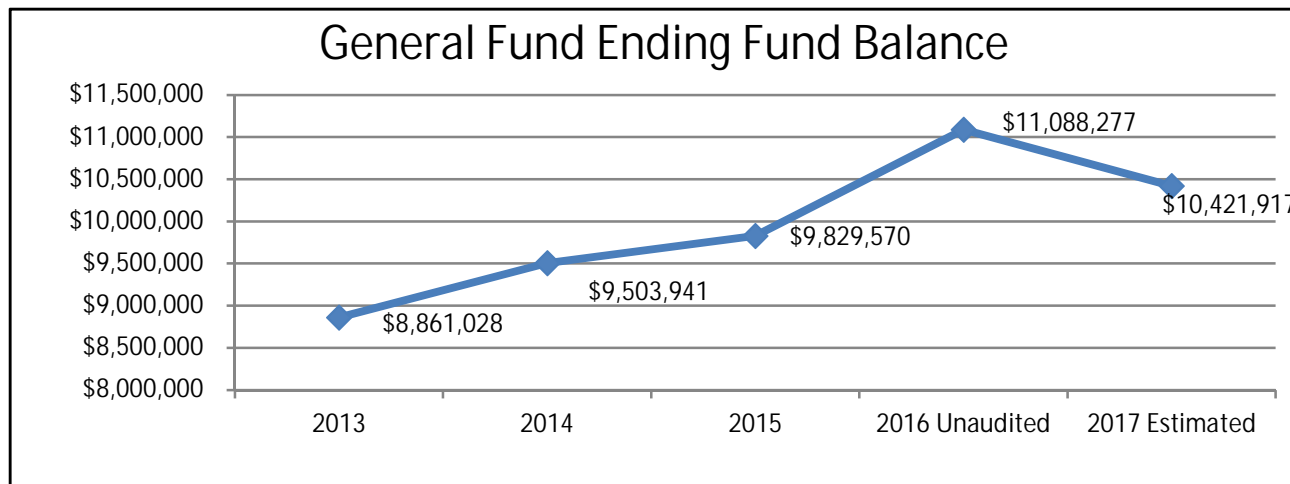
# General Fund as of December 31, 2016

(Unaudited)

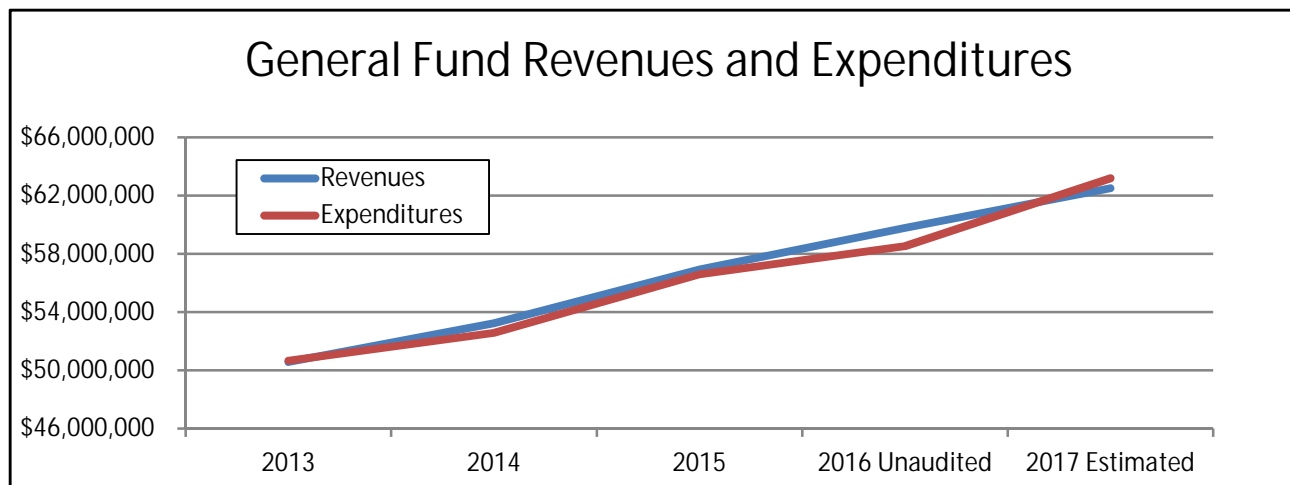
- Revenues
  - Sales and use tax revenues were higher than 2015 by 2%
  - Property tax revenues were higher than 2015 by 16% (net of senior refunds)
  - Intergovernmental revenues were higher than 2015 by 9%
  - Total revenues were higher than 2015 by 5% (net of senior refunds)
- Expenditures
  - Personnel costs were 9% higher than 2015
  - Non-personnel costs were 10% higher than 2015
  - Total expenditures, including transfers out, were higher than 2015 by 3% (net of senior refunds)
- Fund Balance increased by \$1,258,707



# General Fund Ending Fund Balance



# General Fund Revenues and Expenditures



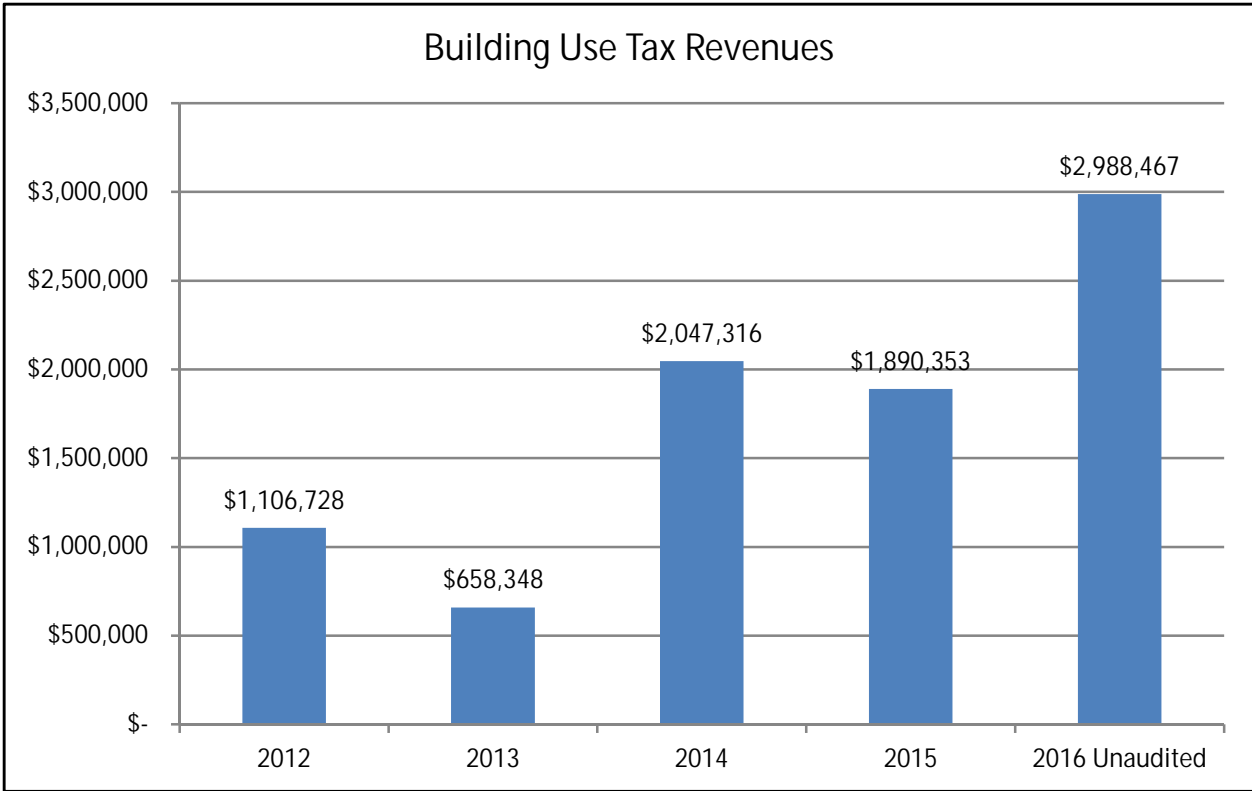
# Capital Projects Fund

# Capital Projects Fund as of December 31, 2016

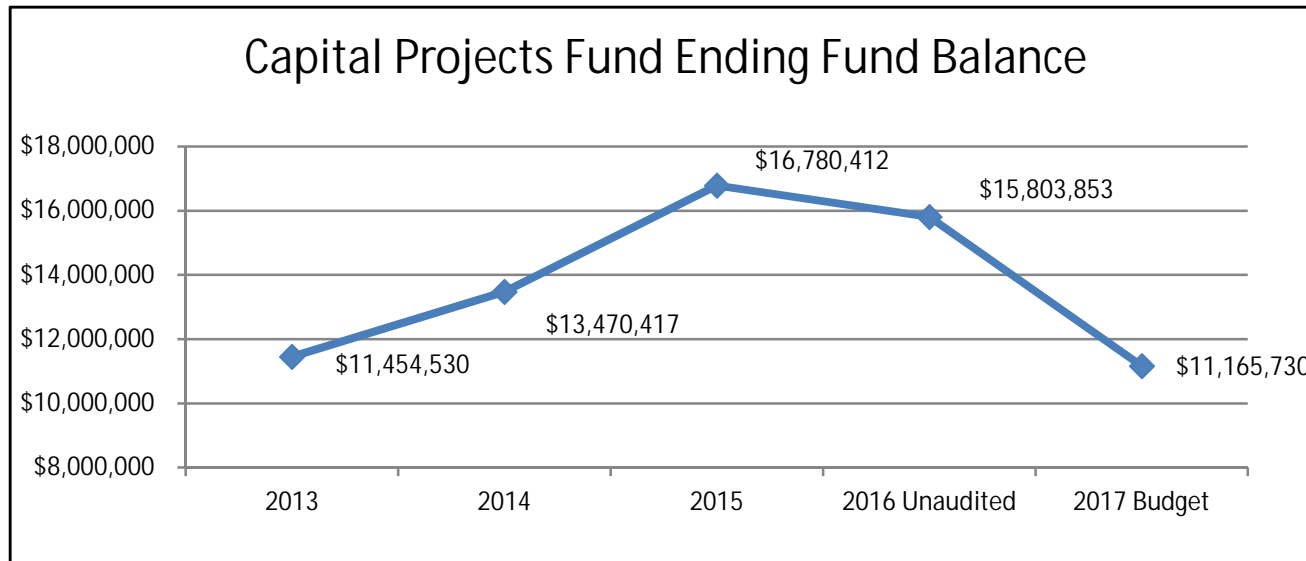
(Unaudited)

- Revenues
  - Building use tax revenues were higher than 2015 by \$1,098,114 or 58%
  - Intergovernmental revenues were lower than 2015 by \$611,790 or 23%
  - Revenues were higher than 2015 by \$813,183 or 17%
- Expenditures
  - Expenditures were higher than 2015 by \$4,249,952 or 74%
- Other Financing Sources (Uses)
  - Transfer from General Fund was \$1,400,000
  - Capital lease proceeds were received in 2016
- Fund Balance decreased by \$976,559

# Building Use Tax Revenues



# Capital Projects Fund Ending Fund Balance



# Five-year General Fund Projections

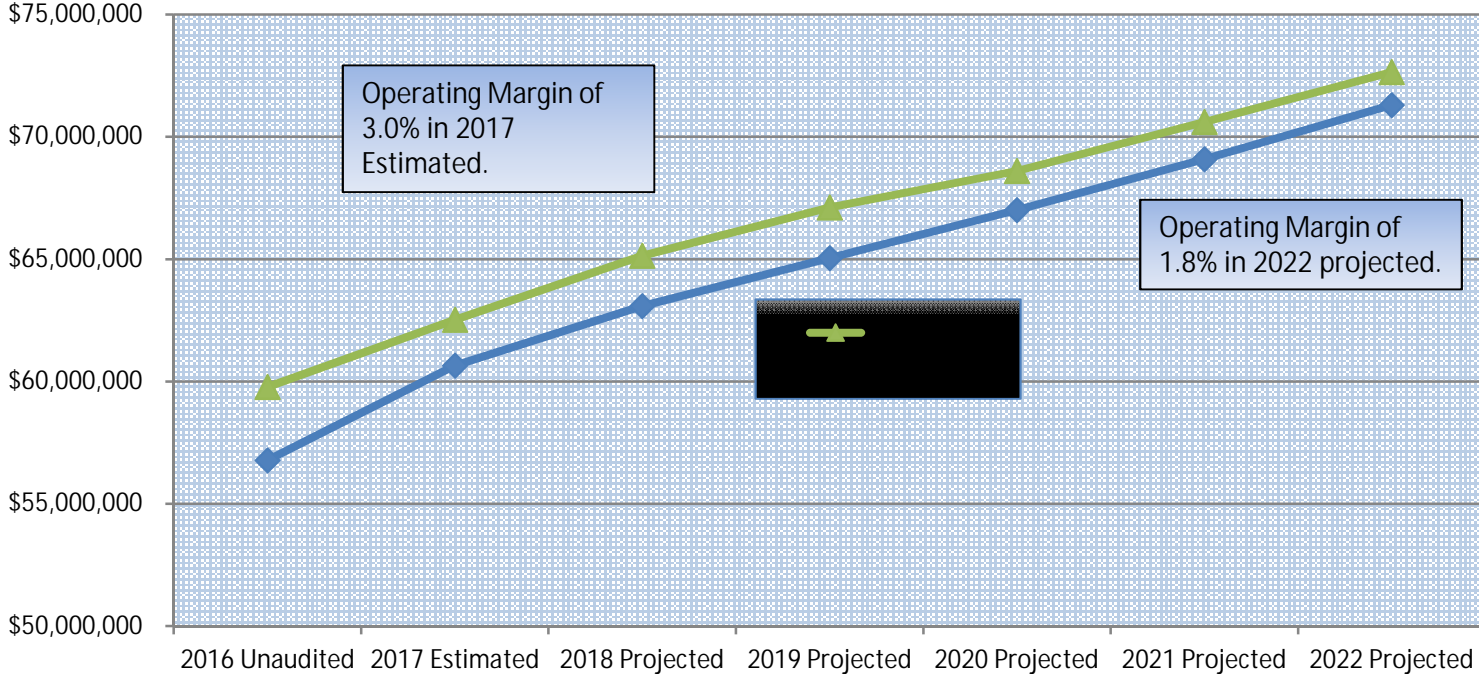
# General Fund Financial Projections 2017-2022

## Assumptions

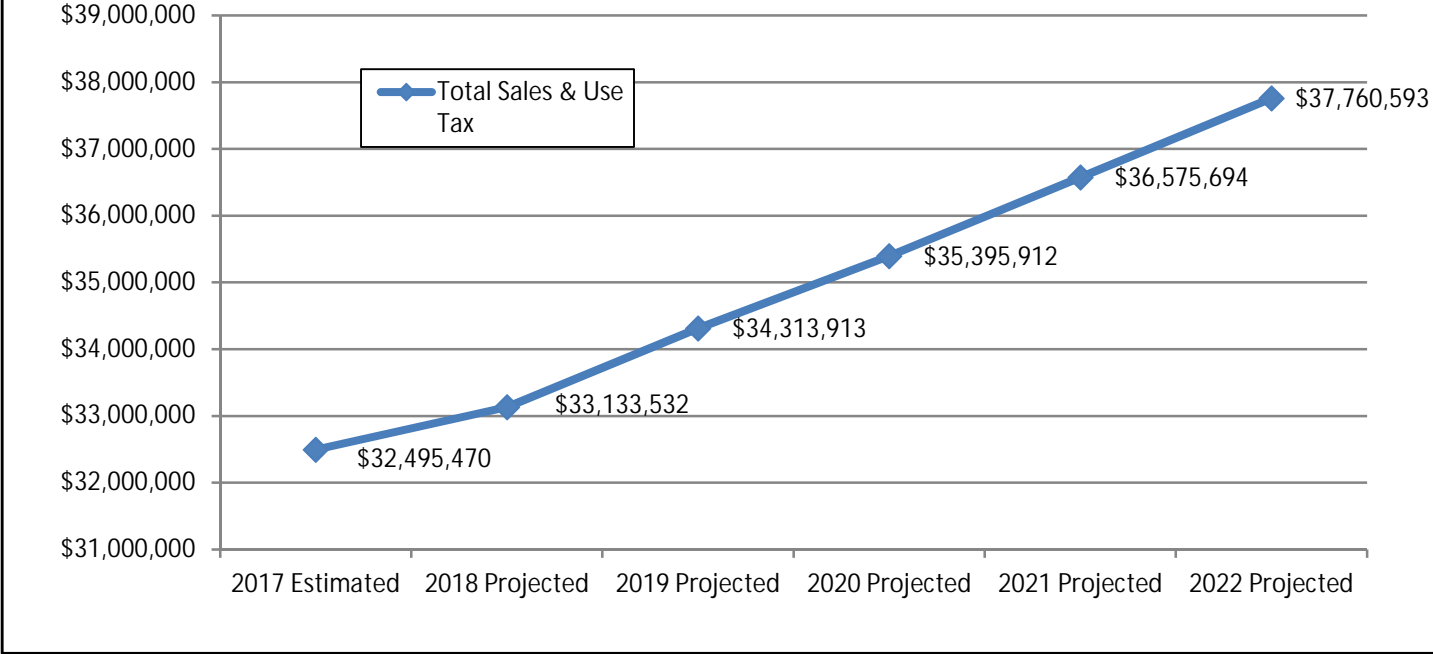
- The local and global economies will continue moderately growing
- Operating expenditures will not exceed operating revenues
- The five-year compensation plan was incorporated
- The ending fund balance will be 17% (two average budget months) of the current year's estimated operating expenditures
- Excess revenues (if any) will be transferred to the Capital Projects Fund
- 2016 data is unaudited
- No new employee positions were incorporated into future projections



City of Littleton  
General Fund  
2017-2022



City of Littleton  
General Fund  
Sales and Use Tax Revenue Projections  
2017-2022



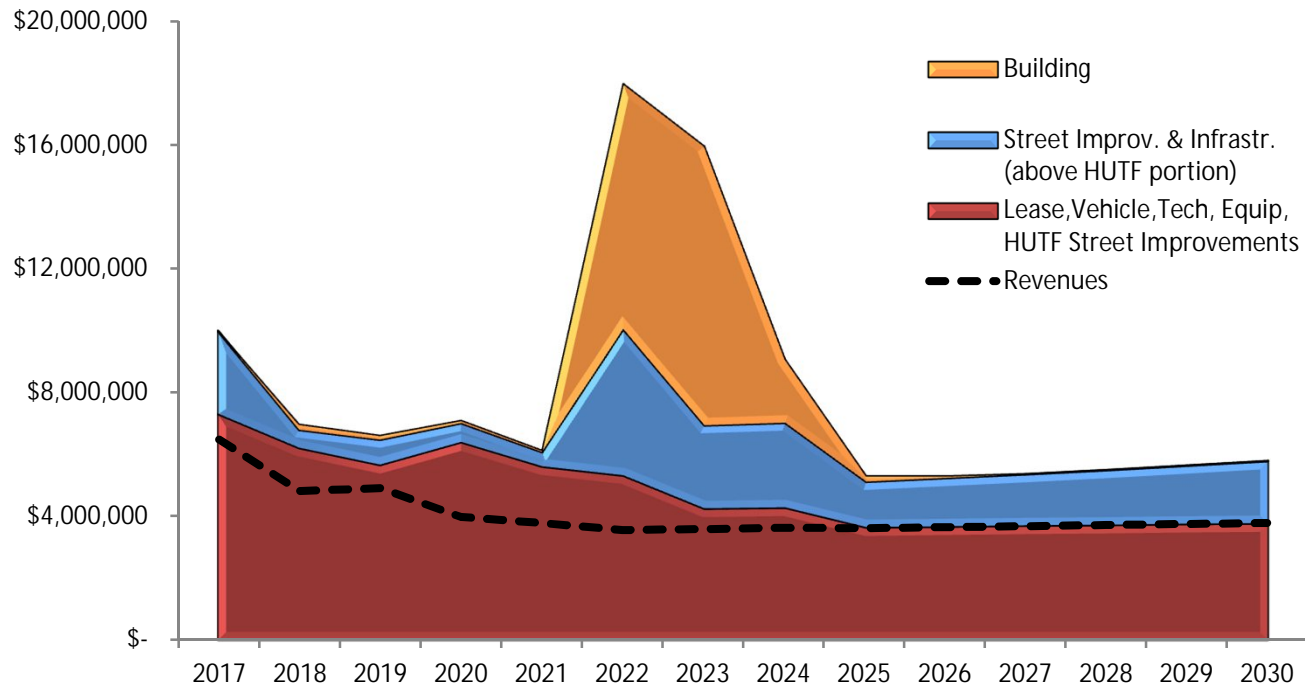
# Capital Improvement Plan

# Capital Improvement Priorities

- Priority # 1
  - Leases
  - Vehicles and apparatus
  - Technology
  - Equipment
  - HUTF related Street and infrastructure Improvements
- Priority # 2
  - Street and infrastructure improvements (over HUTF portion)
  - ADA Improvements
- Priority # 3
  - Building improvements

# Funding GAP

City of Littleton  
Capital Improvements  
Priorities 1, 2 and 3



# TABOR

## 2016 Estimated TABOR Excess

- The estimated 2016 TABOR excess for 2016 is \$1.9 million, pending completion of audit
- Staff recommends a TABOR question on the November 7, 2017 Ballot to retain and spend funds collected above the TABOR limitation for specific projects

## Deadlines for November 7, 2017 Ballot Question

- TABOR Ordinance to the study session for review July 11
- TABOR Ordinance – first reading July 18
- TABOR Ordinance – second reading August 1
- Deadline for IGA's to the county August 29 – 70 days before election
- Deadline to certify the ballot to the county September 8 – 60 days before election
- Pro/con statements due for blue book September 22 – Friday before the 45th day before the election





Staff Communication

**2(b)**

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**File #:** ID# 17-142, **Version:** 1

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Agenda Date: 05/09/2017

Subject:  
Police Department Update

Presented By: Doug Stephens, Police Chief

**No documents**

