I. Board and Commission Members Reappointment Discussion 6:00-6:15 p.m.

II. Marijuana Social Clubs 6:15-6:45 p.m.

III. Budget Advisory Committee Roles and Duties Discussion 6:45-7:15 p.m.
Members of the Budget Advisory Committee will be present to discuss the committee’s roles and duties.

IV. Humane Society of the South Platte Valley 7:15-7:25 p.m.
Deputy City Manager Michael Flaherty will be present to discuss renewal of animal sheltering services agreement with the Humane Society of the South Platte Valley.

V. Englewood Housing Authority Request for Letter of Support 7:25-7:30 p.m.
Deputy City Manager Michael Flaherty will be present to discuss a letter of support for the Englewood Housing Authority. EHA is applying to Arapahoe County for CDBG funding for projects to benefit Simon Center.
TO: Mayor Penn and Members of City Council
THROUGH: Eric A. Keck, City Manager
FROM: Alison Carney, Executive Assistant
DATE: October 29, 2015
SUBJECT: Board and Commission Reappointments

At the Study Session on Monday, November 2, 2015, City Council will discuss board and commission members who are interested in reapplying for another term with their current board or commission. No interviews will be held this evening.

Attached is a list of board and commission vacancies that was sent to all board and commission recording secretaries on October 12, 2015. Also included are the applications and list of attendance for the applicants’ previous terms.

Additionally, on November 1, 2011, residents approved a citizen initiative stating that “Each member of a Board or Commission will have the opportunity to serve up to three terms per Board or Commission, when a term expires that member will have the opportunity to be reappointed to that same Board or Commission after a 4 year period.” If a Board or Commission member has served three terms, they can only apply for their current board after a four-year period or may apply immediately for another board or commission.

If you need additional information, please call me at 303-762-2311.
Boards & Commissions Openings for 2016 Appointment-Process

- Deadline to re-apply: **Friday, Oct. 23, 2015**, for current members.
- Council will discuss re-appointments at the **November 2, 2015 Study Session**.
- Please submit **attendance list** for members wanting to re-apply by **Oct. 23, 2015**.
- Deadline for new people to apply to remaining openings will be **Dec. 11, 2015**, and Council will hold interviews **Jan. 11, 2016**.
- The following names are members whose terms expire 2-1-2016, and are eligible to re-apply, unless they have already served **3 terms**:

**ACE**
1 current vacancy-District 4 (Term expires 7-1-2015)
Alternate-Vacant

**Board of Adjustment**
Thomas Finn (1 term)
Angela Schmitz (1 term)

**Budget Advisory**
0

**Code Enforcement**
0

**Cultural Arts**
1 current vacancy (Rose) (Term expires 7-7-2017)

**Election Commission**
Ken Haraldsen (1 term)

**Englewood Housing Authority**
0
**Keep Englewood Beautiful**
Roger Mattingly (2 terms)
Matthew Dillin (1 term)
Kristen Martin (1 term)
Kaylene McCrum (3 terms)
Jessie Van Gundel (3 terms)

**Liquor & Medical Marijuana**
0

**Malley Center Trust Fund**
Joseph DeMoor (1 term)
1 current vacancy (Mosman) (Term expires 2-1-2016)

**Non-Emergency Employees Retirement**
James Phelps (1 term)

**Parks & Recreation**
Mark Husbands (1 term)
Karen Miller (1 term)

**Planning & Zoning**
Steve King (2 terms)
Chad Knoth (3 terms)
Catherine Townley (1 term)
Public Library Board
Melissa Izzo (1 term)
Ann Elizabeth M. Cockrell (1 term)
Julie Grazulis (3 terms)
Amy Martinez (1 term)

Transportation Advisory
0

Urban Renewal Authority
Catherine Townley (2 terms)
Don Roth (4 terms)

Water & Sewer Board
Tom Burns (2 terms)
Boards & Commissions Attendance

**Board of Adjustment & Appeals:** Thomas Finn attended 6 out of meetings.
Angela Schmitz attended 6 out of 6 meetings.

**Englewood Urban Renewal Authority:** Cate Townley attended 9 out of 10 meetings, 1 excused.

**Keep Englewood Beautiful:** Matthew Dillin attended 3 out of 5 meetings, 2 excused.
Kristen Martin attended 2 out of 2 meetings, appointed July 6, 2015.
Roger Mattingly attended 3 out of 5 meetings, 2 excused.

**Library:** Amy Martinez has been present at all Library Board meetings in the past 12 months, except 2 excused absences.
Melissa Izzo has been present at 9 of the last 10 meetings, 1 excused.

**Malley Advisory Board:** Joseph DeMoor attended 1 out of 1 meetings this year, Joseph filled Marty Mossman’s resignation.

**Non-Emergency Employees Retirement Plan:** John Phelps has attended 7 of 7 meetings since January 2014.

**Parks & Rec:** Mark Husbands attended 9 out of 11 meetings, 2 excused.
Karen Miller attended 9 out of 11 meetings, 2 excused.

**P&Z:** Cate Townley attended 18 of 22 P&Z meetings, all were excused absences.
Steve King attended 19 of 22 P&Z meetings, all were excused absences.

**Water & Sewer Board:** Thomas Burns attended 7 out of 8 meetings, 1 excused.
Memorandum

TO: Mayor Penn and City Council Members
FROM: Stephanie Carlile, Deputy City Clerk
DATE: November 2, 2015
SUBJECT: Marijuana Consumption Establishments

The City Attorney's Office has been working on draft ordinances based on the Ad Hoc Committee recommendations. I have attached the packet of information dated August 25, 2015, which was prepared for the Ad Hoc Committees review. Many of their concerns, identified in that packet, are similar to those expressed by the Liquor and Medical Marijuana Licensing Authority. We are still researching several issues, such as identifying effective filtration systems, odor regulations, proper disposal of unused marijuana, etc.

On October 21, 2015 the Liquor and Medical Marijuana Licensing Authority unanimously agreed to be the licensing authority for all Marijuana Consumption Establishments. This changes the language of our ordinances significantly. Issues such as spacing from schools, what constitutes good cause to revoke a license by the Board, may the Board use liquor procedures to fine or make a business close for a certain number of days rather than revoke the license and scheduling issues related to the Building Official and Fire Marshal prior to the Authority receiving an application have to be considered.

The Liquor and Medical Marijuana Licensing Authority would like to see the following issues addressed:

- Will there be limitations on the number of establishments allowed in the City?
- Rules for use/consumption by staff on duty.
- Age restrictions
- How to know when a patron is overserved and transportation options for someone under the influence of marijuana.
- Odor – Air regulations and filtration requirements.
- Licensing Fees
- Background checks as part of the application
- Hours of operation limits
- Trash/Disposal – measures for discarding partially used marijuana
- Will there be a certification similar to TIPS training for employees?
- Monitoring of illegal sales within the establishment
- No alcohol on premises.

I am also including a draft of potential State legislation we will be seeing next year regarding State licensure for cannabis social clubs.

Setting up a licensing procedure and regulations for marijuana consumption establishments is a complicated process. Many cities are grappling with the same issues. Our goal is to present to you a very comprehensive licensing process.

We welcome your comments and concerns.
MEMORANDUM

TO: Englewood Marijuana Social Clubs Ad Hoc Committee
FROM: Sharon Washington, Deputy City Clerk
DATE: August 25, 2015
SUBJECT: Marijuana Consumption Establishments Update

Please find attached the following items for your review:

1. Minutes from the July 29, 2015 Meeting. I tried to summarize information the committee discussed. Please let me know if there are any changes.

2. Email from Emmett Reistroffer dated 7/31/2015. Emmett has some good suggestions in his email that we should consider for the Ordinance.

3. Email from Jonathan Bridges, City of Englewood Industrial Pretreatment Administrator. I reached out to Jonathan because the Town Clerk from the Town of Nederland posted a question on the Clerk's List Serve about MMJ Cultivation vs Wastewater Treatment. I felt this was good information to share with everyone.

4. Memorandum and two draft Ordinances that will allow for Amendments to Title 5 and Title 16 regarding Marijuana Consumption Establishments.

5. Emmett Reistroffer received a helpful letter from Denver Fire Department about the ventilation for hookah bars, which he noted, is a safe comparison for what is needed at Marijuana Consumption Establishments.

I have reached out to the Colorado Department of Revenue Marijuana Enforcement Division and the Colorado Department of Public Health & Environment to see if I can obtain information on State odor regulations. I will forward any information I receive to the committee.

This information will go to the Liquor and Medical Marijuana Licensing Authority in their September 2, 2015 Packet. We will be seeking their input.

After reviewing this information, please email me at swashington@englewoodgov.org with all suggestions or concerns.

I understand this issue will come before City Council at a Study Session. The question being, do they want to ban any additional Marijuana Consumption Establishments? If they do, there would be no need for Planning & Zoning to spend time coming up with any zoning and distance restrictions. Regardless, because Bake is here, we still need to adopt a licensing process. They are two separate issues.
City of Englewood

ENGLEWOOD MARIJUANA SOCIAL CLUBS AD HOC COMMITTEE MINUTES

JULY 29, 2015

6:00 P.M. ~ ENGLEWOOD CIVIC CENTER
CITY COUNCIL CONFERENCE ROOM

Present: Emmett Reistroffer, Lou Ellis, Sharon Washington, Jenny Nolan, Dugan Comer, Brian Cousineau, Reid McGrath, Tracy Jones, Chris Neubecker.

The meeting started at 6:05 p.m.

Review Draft Ordinance
Sharon Washington distributed a copy of the draft ordinance from the City Attorney's Office creating a new Marijuana Consumption Establishment License. Sharon explained that Ordinance No. 28, Series 2015, an emergency Ordinance creating a Moratorium on the Establishment of new Marijuana Consumption Establishments, was adopted by City Council to give the committee time to create rules, regulations, planning and zoning, and set up a licensing process and fees for this type of establishment in the City of Englewood, Colorado.

Chris Neubecker asked if we know the direction City Council wants to go in reference to marijuana social clubs.

Staff agreed that the City will now have to create a license for Marijuana Consumption Establishments. The question was raised if iBake will be grandfathered in, since the establishment already exists. Once an Ordinance is in place, iBake will need to comply with the rules and regulations and get a license.

Licensing and Fees
The committee agreed that the fees for this type of license needs to be set at an amount that will cover licensing and enforcement. A fee of $150 is not sufficient. The City charges $1,000 for a Medical Marijuana License. No fee amount was set at this meeting.

Staff needs to determine which department should issue the license. Currently business licenses get issued through the Finance Department. Medical Marijuana Licenses get issued through the City Clerk's office and through the Liquor and Medical Marijuana Licensing Authority.
Clerk’s Note: City Attorney Dan Brotzman noted that licensing would go through the Finance Department. The draft ordinance does not anticipate approval by the Liquor and Medical Marijuana Licensing Authority. This can change as well as the responsibility for processing the license.

Planning and Zoning for Marijuana Consumption Establishments
There was discussion about setting a limit on the number of marijuana consumption establishments in the City. Currently, the City has four (4) Medical Marijuana Businesses. The question was raised if the City should restrict these types of establishments to certain areas in the City. Staff discussed setting the hours of operation, age limit, distancing, outdoor patios, and fire and building code requirements. The licensee will need to show how the establishment will control parking.

The Fire Marshal will need to be consulted to determine what the fire code requirements are for these types of establishments.

Inspections will need to be done of these types of establishment to make sure the licensee is in compliance.

Rules and Regulations
Filtration systems and basic exhaust control are a big concern for these types of establishments. The committee suggested setting standards on the types of filtration systems an establishment is required to put on the building.

There was discussion on the Colorado Clean Air Act and how it ties into marijuana consumption establishments.

Chris Neubecker commented that the Town of Breckenridge has standards set on regulating the smell of marijuana. The committee could review what Breckenridge has in place.

Brian Cousineau suggested contacting The Shootist Gun Range to inquire about their filtration system. Another suggestion was to see what Casinos are using and required to have on their buildings. The group agreed language needs to be added about the odor and having a good filtration system to the ordinance.

Enforcement
Dugan Comer stated a complaint for smell and odor cannot be issued under the Nuisance ordinance to a Marijuana Consumption Establishment.

Tracy Jones inquired if there are alcohol restrictions on Marijuana Consumption Establishments. The committee discussed if alcohol on the premises could be banned.
The committee discussed once an individual is impaired, does the establishment assist an individual with transportation.

**General Discussion**

Emmett Reistroffer informed the group that he visited iBake and the establishment requires an ID to enter and you must have a membership. Once you purchase a membership, you are issued a membership agreement.

Emmett Reistroffer gave the group a copy of a summary of an initiative that Denver voters are trying to get on the November 3, 2015 election ballot to allow Social Marijuana Consumption Establishments. Mr. Reistroffer also gave examples of education brochures that the State of Colorado has printed using tax dollars to help educate the community on Marijuana.

Mr. Reistroffer brought up several questions pertaining to health concerns at these types of establishments.

1. Should the City require the licensee to provide the members with disposal mouth pieces?
2. How are the devices for sale kept clean?
3. Does the Health Department have any requirements for smoking clubs?
Hi Sharon,

Thank you so much for your work on this committee. I'm glad that I can be a part of it.

Since we met the other day, I have visited both Acres restaurant and iBake and talked to some of the other neighbors. I don't believe iBake is being overly problematic but there are some areas of concern that can be addressed.

We covered a lot of the most important factors at the meeting, and I'm going to address a few of those here as well as bring to your attention some other matters I don't think we discussed. All should be worth considering for the ordinance.

Age restriction:
We talked about it being 21+, which I think is appropriate considering the business is accommodating recreational marijuana use, which by state law is restricted to only adults over 21. When I talked to CJ at iBake, he said he does have some medical patient members who are under 21, and he would hate to prohibit them because there is a true need for patients to gather together, but he is willing to implement that restriction if the city sees fit. I thought that perhaps he could have 1 day a week or 1 day a month for a closed, private "patients only" event, when he could make an exception and waive the age restriction, but would have to keep the recreational users out during that time. Otherwise, if the facility is open to recreational users who do not possess a medical card, it should be limited to only adults 21+. I think there are a lot of reasons, including protecting the younger patients themselves, as to why we should keep recreational use separate and limited to only adults 21+.

Air quality:
This is definitely something we should consult the fire department about, and I will be doing more research over the weekend to send you information about ensuring good air quality inside the establishments. I will get equipment recommendations and the standards that should measure the effectiveness of such equipment.

Supervision:
I quickly realized that the 'employees' or 'proprietors' currently operating iBake are consuming cannabis while working inside the establishment. I know that we don't allow employees who serve alcohol to consume it at the same time, but in iBake's case they are not serving anything, however they are still assuming the "supervisory" role similar to a bartender. I do think it's a best practice and an important safety standard to require at least 1 staff at all times to abstain from consuming cannabis. If the owners or staff want to use cannabis alongside their patrons, I would recommend they employ a security guard to stay sober and take on the official "supervisory" role. They could argue that a cigar bar allows its owners and employees to smoke tobacco while working, but we could also argue that tobacco does not generally cause impairment from intoxication. Responsible use ties into this, because we should be expecting the staff to know when to "cut off" a patron and prohibit them from consuming any more if they appear overly intoxicated. This could easily happen with tourists who eat a strong edible and don't plan for its effects. We probably can't put this into the ordinance but I would like to encourage the social use clubs to join the "Go low and go slow" campaign, which educates newbies about the strength of edibles.
Security:
We should require surveillance of the entire premises inside and out, with video back up storage for at least 30 days. This way, if a crime is reported or suspected, there will be some video footage for law enforcement to use in an investigation. This is a requirement also for licensed dispensaries. Additional video surveillance requirements include limiting access to the video storage to only the proprietors or licensees. The DVR should be in a lock box that can't be accessed by anybody other than the owners and security staff. We should also require adequate lighting outside the building.

Health requirements:
We should require that any consumption devices made available by the establishment are cleaned in between each use or at least once daily, and that disposable mouth pieces are required by all members using any device other than their own. If a patron brings in their own device and decides to share it, they should be expected to only let others use it who have their own disposable mouth pieces. This is similar policy for hookah bars.

Waste disposal:
Believe it or not, there can actually be a considerable amount of "left overs", or cannabis material that's left in the ash trays. There are also joint "roaches" which are the butt-ends of a joint that are most likely currently being thrown away in the normal trash. While I don't think there is a stockpile of old stuff that's being thrown out, there is some amount and although it would be highly unlikely, it could be possible for someone to dig through their trash to pull out old roaches. This is not safe or healthy and could be one possible way that cannabis could leak to youth under 21. This is an extreme hypothetical, but the state also addresses this concern with handling cannabis waste from grows and dispensaries, where it must be ground together with non-consumable material (usually dirt) to ensure the waste is not consumable or easily detectable in the trash. Just a thought.

Zoning/Placement:
I know there is concern among committee members about the location of these establishments. I believe there are pros and cons to placing new establishments in industrial zones. The advantage is that it puts it out of sight from the community, lessening the chance of neighbor complaints, affecting the community image etc. but the disadvantage is that I think it could make the establishment more vulnerable to crime. If it's zoned in an industrial area that doesn't otherwise have traffic, they will be the only ones open late at night and could become a target. What I do like about it being on Broadway or another major street is I believe it makes it less attractive to criminals. I wouldn't necessarily advise any different zoning than any other type of commercial establishment, but I think it is fair to put an overall cap on the number of establishments that can open in any one zone or a cap for the whole city.

This is all for now! I know you have a lot on your plate. I will work on this more over the weekend and try to follow up as soon as possible about the air quality information.

All the best,
Sharon Washington

From: Jonathan Bridges
Sent: Thursday, August 13, 2015 11:03 AM
To: Sharon Washington
Cc: Brenda Varner, Gwen Lawrence
Subject: RE: [CLERKSUST] MJ Cultivation vs Wastewater Treatment
Attachments: save-the-date-DNMS2015.jpg

Sharon:

The Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) has been following the marijuana activities and discussions, but is not actively doing anything at this time to monitor or control their discharges. Our service area only has a small number of grow and/or retail operations and our daily flow is approximately 25 million gallons per day (MGD) so we don’t expect to see much impact from the marijuana facilities.

Smaller POTWs have more potential to be impacted by this type of operation. I would suggest doing some sampling to get real numbers to work with. Fred Yoder with the City of Boulder has done a lot of research on marijuana operations and may be a good source of information. Eddie Trevino with the City of Greeley has also followed the marijuana discussion and may have some information for you.

Also, we recently received the attached announcement regarding the marijuana symposium in Denver from Troy Arnold with the Colorado Environmental Crimes Task Force. I am looking forward to seeing the agenda to see if wastewater issues will be included in the discussion.

Please don’t hesitate to call if you have additional questions.

Jon Bridges

Jonathan Bridges
Industrial Pretreatment Administrator
Littleton Englewood Wastewater Treatment Plant
2500 South Platte River Drive
Englewood, CO 80110

From: Brenda Varner
Sent: Wednesday, August 12, 2015 2:54 PM
To: Sharon Washington
Cc: Jonathan Bridges
Subject: RE: [CLERKSUST] MJ Cultivation vs Wastewater Treatment

Sharon,

Let’s start with Jon Bridges and see if he can help. Jon runs our Pretreatment division here at the plant and he should be able to help.

Brenda

From: Sharon Washington
Sent: Wednesday, August 12, 2015 1:59 PM
To: Brenda Varner
Subject: FW: [CLERKSUIT] MJ Cultivation vs Wastewater Treatment

Good Afternoon Brenda:

Can you read the email below and point me in the right direction as to who I can talk to about this at the Treatment Plant?

Thanks,
Sharon Washington, CMC
Deputy City Clerk

From: CML Municipal Clerks Listserv
Sent: Wednesday, August 12, 2015 12:14 PM
To: 
Subject: [CLERKSUIT] MJ Cultivation vs Wastewater Treatment

Hi All,
Nederland is wondering how other communities handle MJ Cultivations in respect to nutrients and their wastewater treatment plants. I have a few questions from our PW Dept:
Do communities allow the used water to go to the wastewater plant? Do they require pretreatment? Have they noticed nutrient spikes? What size grow establishments are they dealing with? And have they required waste hauling of water or industrial permitting? Any info would be helpful as this is new territory for us.

We appreciate ANY input that y'all can provide. THANKS! ☺

LauraJane Baur, Town Clerk
Town of Nederland
45 W. 1st St., PO Box 396
Nederland, CO 80466

Visit www.cml.org Information > Cities & Towns Make It Possible for new ways to promote municipal services!
MEMORANDUM

TO: Mike Flaherty – Deputy City Manager/Acting Community Development Director  
Chris Neubecker, Senior Planner 
Audra Kirk, Planner I

FROM: Dugan Comer, Deputy City Attorney

DATE: August 18, 2015

REGARDING: Amendments to Title 5 and Title 16 regarding Marijuana Consumption Establishments.

Attached are three proposed additions and/or amendments to Title 16 regarding Marijuana Consumption Establishments. All three changes deal specifically with defining these establishments.

In addition, since a consumption establishment is under the heading of Assemblies, this type of business could be located in the following zoned districts as a permitted use: M-2, MO-2, MUB-1, MUB-2, I-1 and I-2, and as a conditional use in TSA districts.

In addition to the amendments to Title 16, amendments to Title 5 regarding licensing, special conditions and restrictions, and addressing filtration of odors, are also included for your review.

Please provide your thoughts on these amendments.

Attachment

CC: Ad Hoc Committee through Sharon Washington  
Lance Smith 
Laura Herblan
A BILL FOR

AN ORDINANCE AMENDING TITLE 16, CHAPTER 11, SECTION 1, SUBSECTION F, PARAGRAPH 4, SUBPARAGRAPH b, NUMBER 2, AND THE ADDITION OF A NEW PARAGRAPH 10; AND TITLE 16, CHAPTER 11, SECTION 2, SUBSECTION B, ENTITLED DEFINITIONS OF WORDS, TERMS, AND PHRASES OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO MARIJUANA CONSUMPTION ESTABLISHMENTS AND MEMBERSHIP ORGANIZATIONS.

WHEREAS,

; and

WHEREAS,

; and

WHEREAS,

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 11, Section 1, Subsection F, Paragraph 4, Subparagraph b, Number 2, entitled Use Classifications; and amending Title 16, Chapter 11, Section 1, Subsection F, by the addition of a new Paragraph 10 entitled "Marijuana Consumption Establishment", and renumbering the current numbers 10 through number 19, of the Englewood Municipal Code 2000, to read as follows:

EDITORS NOTE: Sections 16-11-1 A through E and G, contain no changes and are therefore not included here.

16-11-1: Use Classifications.

F. Commercial Uses.

4. Assembly.

a. Characteristics. This use category includes spaces used for the periodic gathering of large numbers of people for meetings, specific events, or shows. Activities may be of a spectator nature. Accessory uses may include offices, meeting areas, food preparation areas, concessions, parking, and maintenance facilities.
b. **Specific Use Types.** This category includes the following use types:

1. **Assembly Hall or Auditorium, Hall Rental for Meetings or Social Occasions.** A building or a portion of a building in which facilities are provided for civic, educational, political, or social purposes or a facility available for lease by private parties.

2. **Membership Organization (Excluding Adult Use).** An organization and its premises catering exclusively to members and guests for social, intellectual, recreational, or athletic purposes, including **Marijuana Consumption Establishments** that are conducted for profit.

**10. Marijuana Consumption Establishment:** Shall mean an organization, business, club, or commercial operation that allows its members or guests to burn, smoke, inhale the vapors of, or otherwise consume marijuana in any form on the premises of the business.

**4011. Medical/Scientific Service.**

a. **Characteristics.** Medical/scientific service includes uses that provide medical or surgical care to patients. Hospitals offer overnight care, while other medical facilities provide outpatient care only. Accessory uses include offices, laboratories, teaching facilities, meeting areas, cafeterias, parking, maintenance facilities, and housing for staff or trainees.

b. **Specific Use Types.** This category includes the following use types:

1. **Clinic.** A building in which a group of physicians, dentists, or members of allied professions are associated for the purpose of carrying on their profession. The clinic may include a dental and/or medical laboratory and, as an accessory use, may provide for the dispensing of pharmaceutical or medical supplies, including optical supplies. It shall not include in-patient care.

2. **Hospital.** An institution, whether public or private, principally engaged in providing health diagnosis, services, and treatment of human disease, pain, injury, deformity, or physical condition. A "hospital" includes as an integral part of the institution such related facilities as in-patient and outpatient care, laboratories, training facilities, central service facilities, and staff offices.

3. **Laboratory (Dental, Medical, Or Optical).** A laboratory that provides bacteriological, biological, medical, x-ray, pathological, and similar analytical or diagnostic services to doctors or dentists. No manufacturing is conducted on the premises, except the custom fabrication of dentures and optical lenses.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 11, Section 2, Subsection B, entitled **Definitions of Words, Terms, and Phrases** of the Englewood Municipal Code 2000, by amending the following definition "Membership Organization (Excluding Adult Use), and the addition of a new definition "Marijuana Consumption Establishment", in alphabetical order to read as follows:

16-11-2: **Definitions of Words, Terms, and Phrases.**
B. Definitions of Words, Terms, and Phrases.

*Marijuana Consumption Establishment*: Shall mean an organization, business, club, or commercial operation that allows its members or guests to burn, smoke, inhale the vapors of, or otherwise consume marijuana in any form on the premises of the business.

*Membership Organization (Excluding Adult Use)*: A specific type of assembly use. An organization and its premises catering exclusively to members and guests for social, intellectual, recreational, or athletic purposes, including Marijuana Consumption Establishments that are conducted for profit, but not including an Adult Use. See definition of "Assembly".

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, 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. The City Council further determines that this Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion thereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. Penalty. The Penalty Provision of Section 14-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the ___ day of __________, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the ___ day of __________, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the ___ day of __________, 2015 for thirty (30) days.
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the ______ day of ____________________, 2015.

Loucrishia A. Ellis
BY AUTHORITY

ORDINANCE NO. ___
SERIES OF 2015

COUNCIL BILL NO.
INTRODUCED BY COUNCIL
MEMBER ____________

A BILL FOR

AN ORDINANCE AMENDING TITLE 5, OF THE ENGLEWOOD MUNICIPAL CODE 2000
BY THE ADDITION OF A NEW CHAPTER 29, CREATING A NEW MARIJUANA
CONSUMPTION ESTABLISHMENT LICENSE.

WHEREAS, a moratorium on the establishment of new marijuana consumption
establishments was set on July 6th, 2015, by the passage of Ordinance No. 28, Series of 2015; and

WHEREAS, the moratorium was established for the immediate preservation of the public
property, health, peace and safety; and

WHEREAS, the Englewood City Council was concerned about impact to nearby businesses
and residences; and

WHEREAS, the City Manager established an ad hoc committee to address concerns; and

WHEREAS, the pungent odor from marijuana is objectionable to many people.
; and

WHEREAS, offensive odors can easily migrate in and around the marijuana site and some
strains product odors that are detectable in the surrounding neighborhood as well as adjacent
tenants;

WHEREAS, the ad hoc committee considered an overall ban on marijuana consumption
establishments; and

WHEREAS, the idea of such ban was rejected as a marijuana consumption establishment
opened in Englewood prior to the moratorium and the ad hoc committee wanted to avoid the
taking of such a business; and

WHEREAS, the ad hoc committee considered licensing regulations to be a more appropriate
avenue to address concerns of residences and businesses; and

WHEREAS, such a license would require no persons under 21 years of age in a Marijuana
Consumption Establishment; and

WHEREAS, current provisions to prevent odors under Title 7 of the Englewood Municipal
Code would be sufficient if a witness stepped forward; and

WHEREAS, the police have found it difficult to find a witness to step forward to testify; and
WHEREAS, filtering to specific limits was identified as another option which would not require testimony of those witnesses in a court case to establish the offensiveness of the odors; and

WHEREAS, all marijuana operations should employ ventilation and odor control that is adequate for the size of the operation; and

WHEREAS, the ad hoc committee researched appropriate limitations concerning filtering and found activated carbon filtering limitations of 1 part odor to 7 parts filtered air to be the most appropriate because [Sharon Washington is researching State odor regulations]; and

WHEREAS, the committee felt that distancing between Marijuana Consumption Establishments would be better addressed by the Englewood Planning and Zoning Commission in a separate ordinance concerning membership organizations.

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

Section 1. The City Council of the City of Englewood hereby approves amending Title 5, of the Englewood Municipal Code 2000, by adding a new Chapter 29, creating a new Marijuana Consumption Establishment License, which shall read as follows:

5-29: MARIJUANA CONSUMPTION ESTABLISHMENT.

5-29-1: Definitions.

For the purpose of this chapter the following definitions apply:

Marijuana Consumption Establishment: Shall mean an organization, business, club, or commercial operation that allows its members or guests to burn, smoke, inhale the vapors of, or otherwise consume marijuana in any form on the premises of the business.

5-29-2: License Required.

It shall be unlawful for any person or entity to offer own or operate a Marijuana Consumption Establishment in the City of Englewood without having first obtained a license.

5-29-3: Application for License.

Marijuana Consumption Establishment licenses shall be issued in accordance with Chapter 1 of this Title.

5-29-4: Special Conditions and Restrictions of the License.

In addition to the requirements of Chapter 1 of this title, the following special conditions and restrictions apply:

A. No person under 21 years of age shall be allowed anywhere in the establishment marijuana is being burned, smoked, vapors being inhaled, or otherwise being consumed.
B. To prevent odors, the following type of filtration system shall be installed:

1. **Activated Carbon Filtration is required.** Carbon filtration has been effective for controlling marijuana odors. The system involves forcing the air circulating within the HVAC system through an activated carbon filter that will filter out odors.

   a. The size and layout of the establishment will determine the requirements for the carbon filtration system. Larger scale operations will require the use of larger fans and more carbon and will typically increase the requirements of existing HVAC systems. Inspection and determination that the filtering system shall limit marijuana odor to 1 part odor to 7 parts filtered air shall be required by the Chief Building Official prior to the approval of a license.

   b. In addition, as filters age and the activated carbon become clogged with impurities, it will be necessary to replace the carbon, per manufacturer's recommendation. To ensure proper air flow through the filters, the dust collector “sock” associated with the carbon filter should be changed regularly, per manufacturer’s recommendation. The Fire Marshal shall inspect the carbon filter replacement with the yearly renewal of the license.

Section 2. License required. A License to operate a Marijuana Consumption Establishment shall be required after January 21, 2016. Due to the health, safety, and welfare aspects of operating a Marijuana Consumption Establishment no grandfathering of license requirements is permitted.

Section 3. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, 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. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or it application to other persons or circumstances.

Section 5. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.
Section 7. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the _____ day of ____________, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the _____ day of ____________, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the _____ day of ____________, 2015 for thirty (30) days.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the _____ day of ____________, 2015.

Loucrishia A. Ellis
August 18, 2015

Emmett Reistroffer, President
Jefferson Adams Consulting
JeffersonAdamsConsulting.com

Dear Mr. Reistroffer:

RE: JEFFERSON ADAMS CONSULTING INQUIRY – ENGLEWOOD CANNABIS CLUB

In response to your firm's August 18, 2015, request for information regarding “Type of air filtration we should require in a cannabis smoking lounge,” the following is offered.

The American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), which focuses on advancing well-being in several ways including indoor air quality and energy efficiency, is looked to throughout the country as the primary provider for technical information in the design, installation and testing of heating and ventilation systems. That organization, however, has declined to provide design criteria for rooms used for smoking because of the health hazard involved.

The City and County of Denver has reviewed hookah bars and a smoking lounge (the latter at Denver International Airport, where it is not possible to designate outdoor areas for smoking). The minimum design criteria for the ventilating system(s) is 60 CFM per person (based on occupant load)—return and exhaust. The ventilation system cannot serve other areas and must discharge to the building's exterior.

For marijuana grow facilities, the City and County of Denver follows the 2012 International Mechanical Code Table 403.3 Minimum Ventilation Rates for Storage Warehouse, which is no less than 0.06 CFM per square foot. Odor control is an issue addressed by City of Denver Environmental Health upon receipt of a complaint. The marijuana grow facility ownership contracts a design engineer to develop a system for addressing the odor issue and submit design documents for review by Denver's Building and Fire Department engineering staff.

If additional information could prove helpful, please address questions to Ashley Kilroy, Director of Denver's Office of Marijuana Policy. Director Kilroy can direct specific inquiries to the appropriate City agency.

Thank you for contacting us and good luck with your committee work.

Sincerely,

Joseph L. Gonzales
Division Chief

cc: Ashley Kilroy, Director of Marijuana Policy, City of Denver
1. Call to Order and Roll Call

The meeting was called to order at 7:01 p.m. by Chairman Wenzel.

Roll Call:
- Present: Members Wenzel, Mott, Reistroffer
- Absent: Member Ridley

A quorum was present.

Also Present:
- Assistant City Attorney Lay
- Deputy City Attorney Comer
- Deputy City Clerk Carlile
- City Clerk Ellis

2. Consideration of Minutes

a) Results of the minutes of the Telephone Poll of October 7, 2015.

MEMBER MOTT MOVED, AND MEMBER REISTROFFER SECONDED, TO APPROVE THE MINUTES FROM THE TELEPHONE POLL OF OCTOBER 7, 2015.

Vote Results:
- Ayes: Members Wenzel, Mott, Reistroffer
- Nays: None
- Absent: Member Ridley

Motion approved.

3. Citizen's Forum

a) Marty Fuchs, owner of IBake Englewood, addressed the Authority to show support for marijuana consumption clubs in the City.

b) Steven Nelson, founder of IBake, offered his assistance to help the City set up rules and regulations regarding marijuana consumption establishments.

c) Tyler Williams, an Englewood resident, wanted to show support for having marijuana consumption clubs in the City. He feels it is very forward thinking for the City to be considering this.
4. Renewals

a) CST Metro LLC
   dba Corner Store #4098
   4596 So. Broadway
   3.2% Beer Off Premises
   Expires November 8, 2015
   [There is a change of Manager. That paperwork is still being processed.]

b) Boomerang Capital LLC
   dba The State Pub
   4386 So. Broadway
   Tavern Liquor License
   Expires November 6, 2015

c) Ronald Parness
   dba Glass Bottle Liquors
   336 West Hampden Avenue
   Retail Liquor Store
   Expires: December 31, 2015

MEMBER MOTT MOVED, AND MEMBER REISTROFFER SECONDED, TO APPROVE THE RENEWALS FOR AGENDA ITEMS 3 a – c.

Vote Results:

Ayes: Members Wenzel, Mott, Reistroffer
Nays: None
Absent: Member Ridley

Motion approved.

5. Public Hearing – Retail liquor license

a) Englewood Grand Inc.
   dba Englewood Grand
   3435 So. Broadway
   New Tavern Liquor License

Chairman Wenzel set forth the Public Hearing procedures.

MEMBER REISTROFFER MOVED, AND MEMBER MOTT SECONDED, TO OPEN THE PUBLIC HEARING FOR THE APPLICATION FOR ENGLEWOOD GRAND, INC. DBA ENGLEWOOD GRAND, 3435 S. BROADWAY, ENGLEWOOD, CO 80113.

Vote Results:

Ayes: Members Wenzel, Mott, Reistroffer
Nays: None
Absent: Member Ridley

Motion approved and the Public Hearing opened.

Deputy City Clerk Carlile introduced the City Exhibits.

Beau Trotter, the attorney representing Englewood Grand, Inc. addressed the Authority and introduced Phillip Zierke, the owner of Englewood Grand.

Those providing testimony were sworn in by Deputy City Clerk Carlile.
Mr. Zierke responded to questions from the Authority.

Chairman Wenzel asked if there were any comments in support of this license.

Those providing testimony in support of the license:

Adam Sanchez, an Englewood resident, showed support and really felt this new tavern would be great for the City and its citizens.

Samantha Chapman, an Englewood resident, also spoke in support of this new tavern license. She said she had known Mr. Zierke several years and felt he was a very responsible bartender and would be a great business owner here in the City.

Ryan Shaw, an Englewood resident, feels this tavern will be a great asset for the City.

Chairperson Wenzel asked if there were any comments in opposition of this license.

There was no opposition.

Chairman Wenzel said I will accept a motion to approve or deny the license. There will be no further testimony.

Member Reistroffer moved, and Member Mott seconded, to approve the tavern liquor license application for Englewood Grand, Inc. DBA Englewood Grand, 3435 S. Broadway, Englewood, CO 80113.

Vote Results:
- Ayes: Members Wenzel, Mott, Reistroffer, Ridley
- Nays: None

Motion approved.

Member Mott moved, and Member Ridley seconded, to close the public hearing for the application for Englewood Grand, Inc. DBA Englewood Grand, 3435 S. Broadway, Englewood, CO 80113.

Vote Results:
- Ayes: Members Wenzel, Mott, Reistroffer, Ridley
- Nays: None

Motion approved and the Public Hearing closed.

All members of the Authority wished the applicant well and said they look forward to having them here in the City.

6. Discussion regarding ADG Herbal Medicine Inc. Renewal

John Cotull, attorney for ADG Herbal Medicine, Inc., introduced himself and offered to answer any questions the Authority had for him. Assistant City Attorney Lay explained that it was being brought to...
the Authority to make sure all of their questions had been answered regarding this renewal. Member Ridley and all other member of the Authority stated they had no further questions.

7. Discussion regarding Marijuana Consumption Establishments

Deputy City Attorney Comer updated the Authority on the status of the marijuana consumption establishments Ad Hoc Committee. The committee is trying to come up with rules and regulations for these establishments. The committee would like direction from the Authority on their desire (on how to license and regulate them). The Authority recommended they would like to be the licensing agency. A lengthy discussion ensued.

The Authority would like to see the following issues addressed:
- Will there be limitations on the number of establishments allowed in the City?
- Rules for use/consumption by staff on duty.
- Age restrictions
- How to know when a patron is overserved and transportation options for someone under the influence of marijuana.
- Odor – Air regulations and filtration requirements.
- Licensing Fees
- Background checks as part of the application
- Hours of operation limits
- Trash/Disposal – measures for discarding partially used marijuana
- Will there be a certification similar to TIPS training for employees?
- Monitoring of illegal sales within the establishment
- No alcohol on premises.

8. Authority Members’ Choice

In response to Member Mott, the Authority was advised that the City has officially rebranded.

9. Counsel’s Choice

The Assistant City Attorney did not have any matters for consideration.

10. Clerk’s Choice

Deputy City Clerk Carlile addressed the Authority and asked if they would prefer an electronic packet. All members of the Authority indicated they would prefer an electronic packet for all of the telephone polls. They would prefer a paper packet and electronic packet for regular meetings.

12. ADJOURNMENT Chairman Wenzel moved to adjourn at 8:17 p.m.

/s/ Stephanie Carlile

Deputy City Clerk
Stephani Carlile

From: E. Reistroffer
Sent: Monday, October 26, 2015 10:58 AM
To: Stephanie Carlile
Cc: Alexander Wenzel; Writer Mott; Drewis; Crystal Lay; Lou Ellis
Subject: Re: Marijuana Consumption Establishment discussion with City Council

Good morning everyone! Thank you Stephanie. I look forward to participating in the study session on Nov. 2nd.

For whoever is interested, here is a draft of potential state legislation we will be seeing next year regarding state licensure for cannabis social clubs. They’re still in the infant stage of drafting this, but we should keep a close pulse on what the state might do so we can synchronize with our local ordinance.

Best,

Emmet Reistroffer
Advocacy and Consulting

On Mon, Oct 26, 2015 at 10:10 AM, Stephanie Carlile wrote:

Good morning Authority members,

I just wanted to advise you that City Council will be discussing the Marijuana Consumption Establishments at their Study Session on Monday, November 2nd at 6:00 p.m. You are all welcome to attend. The meeting will be held in the Community Room 2nd floor of the Civic Center.

Please let me know if you have any questions!

Englewood

Stephani Carlile
Deputy City Clerk
1000 Englewood Parkway
Englewood, CO 80110
legislative Goal:
- Require licensing of marijuana clubs
  o Licensure creates accountability and transparency as well as an enforcement mechanism

III Provisions:
Define Marijuana Club and Requirements
- As a starting point, Pueblo requires the following in relation to Private Marijuana Clubs:
  o Members shall be issued a membership card that is to be presented upon entry into the Club; guests and/or temporary members shall be provided a form of "guest" or "temporary membership" identification at time of admission fee payment.
  o The consumption of marijuana shall be allowed on the premises provided that all other State and local laws, rules, and regulations applicable to such consumption at the particular location are met, including compliance with the Colorado Clean Indoor Air Act.
  o No marijuana shall be sold or given away by the Club at this location.
    - Do we want to pursue this model or the model outlined under number 5?
  o The Club shall not share any common ownership with a licensed marijuana store, cultivation facility, infused-products manufacturing facility, or testing facility.
  o There shall not be any ingress/egress from the Club premises to any licensed marijuana business.
  o Patrons and employees can only include adults 21 years of age and older.
  o The Club must post signs in a conspicuous location as follows: clear signs(s) stating "Only 21 Years of Age or Older Allowed" shall be placed at the entrance(s) of the Club.
  o An outside patio may be used for members and guests provided the interior of the patio is not in view from the main public right-of-way and is fully enclosed with a six (6) foot opaque fence.

2. Additional Proposed Requirements:
- No marijuana may be grown on club property. Doing so results in a revocation of license and criminal prosecution.
- No sale or provision of marijuana to persons under the age of 21. Doing so results in revocation of license and criminal prosecution.
- No alcohol may be provided and no food preparation (allow them to operate like a brewery tasting room where food can be catered or bought and carried in)

3. State-issued license
- We would want to clarify that local governments could still ban these establishments or place additional restrictions on them.

4. Minimum Requirements for Licensure:
- An applicant must have lived in the state for at least two years
  o Clarify that any owner or co-owner of the establishment must also have been a resident of the state for at least two years
  o Must have a charter, by-laws, governing body, criteria for membership in accordance with federal law.

5. Permit small amounts of marijuana to be provided by the club (which is bought legally from a dispensary and taxed accordingly)
- The legal amount of marijuana held at a club will be tied to club occupancy (i.e. The Club may have 1 ounce for every member. If the club has 100 members, the club can have 25 ounces of marijuana onsite at any time).
- Limit the amount that a club may give to a member each day.

5. Club owner is responsible for club participant consumption of marijuana
- I.e. Like a bar is responsible for over-serving alcohol to a customer
- Employee orientation and annual review/update for all employees and club officers for identifying over-intoxication
A BILL FOR AN ACT

Concerning creation of a retail marijuana club license.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://www.leg.state.co.us/billsummaries.)

The bill creates a retail marijuana club license. The license may be issued to a person who operates an establishment where retail marijuana may be consumed but not sold or provided by the club. The club may serve food or alcohol if the licensee obtains the required state licenses. Entry to the club is restricted to those persons at least 21 years of age.
Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 12-43.4-401, amend (1) (d); and add (1) (f) as follows:

12-43.4-401. Classes of licenses. (1) For the purpose of regulating the cultivation, manufacture, distribution, sale, and testing of retail marijuana and retail marijuana products, the state licensing authority in its discretion, upon receipt of an application in the prescribed form, may issue and grant to the applicant a license from any of the following classes, subject to the provisions and restrictions provided by this article:

(d) Retail marijuana testing facility license; and

(f) RETAIL MARIJUANA CLUB LICENSE.

SECTION 2. In Colorado Revised Statutes, add 12-43.4-406 as follows:

12-43.4-406. Retail marijuana club license. (1) A RETAIL MARIJUANA CLUB LICENSE MAY ONLY BE ISSUED TO A PERSON OPERATING AN ESTABLISHMENT THAT ALLOWS PERSONS TO CONSUME RETAIL MARIJUANA ON SITE BUT DOES NOT SELL OR PROVIDE RETAIL MARIJUANA OR MEDICAL MARIJUANA. <(Do you want the clubs open to the public, or should they be membership-based?)>

(2) A RETAIL MARIJUANA CLUB MAY SERVE FOOD AND ALCOHOLIC BEVERAGES IF THE LICENSEE OBTAINS THE REQUIRED STATE AND LOCAL LICENSES.

(3) A RETAIL MARIJUANA CLUB MAY ONLY ADMIT PERSONS WHO ARE AT LEAST TWENTY-ONE YEARS OF AGE ON THE ESTABLISHMENT'S PREMISES.

<(Do you want a safety clause or petition clause?)>
TO: Honorable Mayor and Members of the City Council
FROM: Eric A. Keck, City Manager
DATE: 28 Oktober 2015
SUBJECT: Budget Advisory Committee Discussion

At the last Budget Advisory Committee meeting on 20 Oktober 2015, the subject of the future of the committee was raised. Furthermore, the constituent membership of the BAC is very desirous of seeing how they can be of greater assistance to the City Council as it pertains to the budgetary and financial management of the City as a whole.

As the Council will recall, the Budget Advisory Committee was formulated by ordinance in 2013 and was actually set up with a sunset provision which allowed for a 3 year term. As such, 2016 will be the last year of service for the BAC unless the City Council renews Title 2, Chapter 14 for another period of time.

In order to obtain additional clarity and feedback from the City Council on how this next year of service by the BAC could be of greatest value to the Council, as well as to further the discussion on how the Council perceives the role and significance of the group for the future, the membership of the BAC has put forward the following questions:

1. In what ways does the City Council believe that the Budget Advisory Committee could have been more effective over the past two years since its inception?
2. How does the City Council see the Budget Advisory Committee being most useful moving forward?
3. What role does the City Council think that the Budget Advisory Committee can play in educating citizens about Englewood’s budget?
4. How does the City Council think that the Budget Advisory Committee could make a citizen newsletter that would be an effective way to reach citizens?
5. If the City Council were to ask the Budget Advisory Committee to do three specific things that would be most beneficial to the City, what would they be?

These questions are intended to help provide clarity and direction the BAC as well as encourage a deeper dialogue about the efficacy of the committee and its future direction. The members of the Budget Advisory Committee will be present at the meeting to have a conversation with the Council and seek answers to the questions above including direction on whether or not their purpose will continue beyond 2016.

If you should have any questions, please do not hesitate to contact me.
TO: Mayor Penn and City Council Members
FROM: Michael Flaherty, Deputy City Manager
THROUGH: Eric Keck, City Manager
DATE: November 2, 2015
SUBJECT: Extension of animal sheltering agreement with the Humane Society of the South Platte Valley

The agreement with the Humane Society of the South Platte Valley (HSSPV) expires on December 31, 2015. The term of the agreement may be extended through December 31, 2019, subject to the agreement of both parties. As the parties are in agreement, staff is recommending the approval of the extension.

I have attached a copy of the current agreement, along with HSSPV statistics for the City and the “Government Cost Allocation” for 2016, which provides the 2016 HSSPV budget, deduction of income from non-governmental sources, and the allocation to the governmental agencies that utilize shelter services, based on a per animal cost. And at the request of Council, I have also attached copies of the HSSPV 2014 Profit and Loss Statement and Balance Sheet.

If you have questions, please contact me.
CITY OF ENGLEWOOD
AGREEMENT FOR ANIMAL SHELTERING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between THE HUMANE SOCIETY OF THE SOUTH PLATTE VALLEY, INC, whose registered agent's address is 2129 West Chamango Avenue, Littleton, CO 80120 (the "Society") and the CITY OF ENGLEWOOD, COLORADO ("City"), a Home Rule municipality of the State of Colorado. The City and the Society may be collectively referred to as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the City considers the sheltering of animals to be essential to the health, safety, and welfare of the City and its inhabitants; and

WHEREAS, the City desires for the Society to provide animal sheltering services as described in this Agreement; and

WHEREAS, the Society represents that the Society has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1.0 SERVICES AND PERFORMANCE

1.1 Sheltering Services. The Society agrees to provide shelter, food, and veterinary treatment in accordance with all applicable requirements of the State of Colorado health and animal treatment statutes, and with all applicable requirements under the Englewood Municipal Code. The Society further agrees to act as the receiving agency for impoundment and sheltering purposes with respect to all animals brought to the Society's facility by authorized personnel of the City.

1.1.01 The City and the Society agree that services under this agreement shall not commence until the Society has procured a physical location acceptable to the City to appropriately house animals and that all the proper licenses for operation of the facility have been obtained.

1.2 Shelter Facility. The Society shall maintain its facility in accordance with all applicable requirements of the State of Colorado health and pet animal care and facilities statutes, and with all applicable requirements under the municipal code of the local jurisdiction in which the shelter facility is located.

1.2.01 The Society shall visually and physically inspect the facility at the beginning of each week to insure that it continues to meet the standards established by the Pet Animal Care Facilities Act ("PACFA").
1.4 Impoundment/Contact with Owner. The Society agrees to hold all impounded animals, and to dispose of animals, unless properly reclaimed by a verified owner, in compliance with the Englewood Municipal Code. The Society shall make reasonable efforts to contact the owner of any impounded animal which is brought to it by the City under this Agreement and which bears a City rabies tag, or Municipal or County license tag, or any other reasonable means of identification. Reasonable efforts will consist of attempting to contact the owner at the telephone number indicated on the license, certificate, or tag.

1.4 Dead Animal Disposal. The Society agrees to store and dispose of dead domestic and wild animals including dogs, cats, small domestic animals and small wild animals. City personnel should contact the Society prior to the transport of any large dead animal classified as i.e., livestock or a large wild animal such as a deer to determine if the Society can accommodate and make arrangements for the storage and disposal of such animal.

1.5 Required Hours of Operation. Except during any week where a legal holiday occurs, the Society shall maintain a schedule of at least 40 hours per week whereby animals impounded under this Agreement may be reclaimed by their owner. In any week in which a legal holiday occurs, eight hours may be deducted from the required 40 hours for each such holiday. In addition, the Society shall make its facility available to authorized personnel of the City for the purpose of receiving impounded animals under this Agreement on a basis of 24 hours per day, seven days per week by providing access to the shelter by authorized City personnel. For City personnel, the Society will provide staff and/or a contracted veterinarian for emergency care, if required, to accept delivery of impounded animals to the Society under this Agreement 24 hours a day, seven days a week.

1.5 Sick and Injured Stray Health Care. The Society agrees to provide all emergency and critical care services for animals impounded by the City. The Society shall provide such services at locations reasonably proximate to the boundaries of the City.

1.6.01 Emergency and critical care services shall include: evaluation (excluding radiographs), stabilization, and pain management. Procedures beyond evaluation, stabilization and pain management must be preauthorized by a Society manager. The City shall not be responsible for the cost of any medical procedures for stray animals brought in by City personnel, citizens or “Good Samaritans” without prior authorization by the City.

1.6.02 The Society shall comply with all PACFA regulations for timely veterinary care.

1.6.03 The Society agrees to work in good faith to coming to mutually agreeable financial arrangements with owners reclaiming pets that have incurred Society approved medical bills. The Society shall be responsible for collection of any Society approved medical bills. In the instance of court ordered treatment (i.e. cruelty investigations and/or other court or City ordered treatment), the City agrees to pay the veterinarian directly for all evaluation and treatment costs and seek restitution directly from the animal owner.
1.5.04 The Society shall be the contract holder for any agreements with outside veterinary services and these agreements may remain confidential. The Society shall be responsible for payment to said clinics. The Society reserves the right to approve or decline any treatments at the discretion of the Society’s veterinarian on the case and Society’s management. The Society reserves the right to peacefully and humanely euthanize any animal that cannot be humanely held for five (5) days.

1.6.05 The Society will not be responsible for the costs associated with treating animals presented to veterinarians contracted by the Society by Good Samaritans.

1.6.06 The City shall be responsible for paying all costs associated with requests to veterinarians contracted by the Society for investigative and or criminal prosecution of animal cruelty or any other animal related offense, i.e. cruelty examinations, necropsies, etc.

1.7 Reclaim Rights and Obligations. Each animal impounded by the City and placed within the Society pursuant to this Agreement may be reclaimed by the owner during the impound (stray-hold) period upon verification of ownership. In the case of dogs, the owner must first show proof of current, valid rabies vaccination as required under applicable municipal ordinances or statutes of the State of Colorado, or in the alternative, must consent to having the dog inoculated for rabies prior to its release in accordance with the requirements of the City and the Tri-County Health Department.

1.7.01 The Society may charge any owner who reclaims an animal all costs and fees incurred by the Society in the impoundment, sheltering and treatment of that animal.

1.7.02 The fees to be charged for services provided to the public shall be established by the Society and shall be uniform and reasonable. The Society may set and collect such impound, board, and veterinary care fees for impounded animals as it deems appropriate and may refuse to return the animal to its owner if such payment is not made. This fee may be retained by the Society. The Society shall not bill its own costs, fees or the associated charges set forth in this Section to the City. The Society agrees to notify the City prior to increasing fees for services so that the City can provide feedback regarding any fee increases.

1.7.03 The City agrees that within a reasonable period not to exceed three business days after it brings a dangerous dog to the Society pursuant to C.R.S. § 18-9-204.5, the City shall provide the Society with the following information, in writing: (i) the name and address of the dog’s owner, (ii) the date that the owner was charged with a violation of C.R.S. § 18-9-204.5 or equivalent municipal ordinance; and (iii) a copy of the Arrest Report or Summons and Citation, subject to applicable records release guidelines as established by the State of Colorado and the City of Englewood. The City also agrees to provide the Society with any available information as to the status of the pending criminal prosecution against the defendant dog owner (including any request or application for bail) upon request by the Society. The City will cooperate with the Society in its efforts to seek compensation or restitution from the defendant dog owner, the Arapahoe County Victim Compensation Board, or any other source, for charges that are incurred as
1.7.04 The City agrees that animals impounded under a police or court hold for criminal prosecution for municipal code violations or any violations of C.R.S. pertaining to animals, that are awaiting disposition by the courts will be held for up to 15 days by the Society without additional charge. After 15 days, board fees will be charged to the City at the rate of $10 per day for the care of impounded animals awaiting court disposition. The City agrees to seek compensation or restitution from the defendant animal owner as described above in Section 1.6.03 for board fees charged to the City.

1.7.05 The City agrees to notify the Society, as soon as reasonably possible, of situations in which the City plans to impound more than 10 animals that have been removed from a single location or as the result of a single incident.

1.8 Exceptions to the Society's Obligation to Provide Services. The Society is not obligated to accept animals other than dogs, cats or other small domestic animals unless authorized by the Shelter Director of the Society or other authorized representative.

1.8.01 Seriously sick or seriously injured animals brought to the facility may be treated or humanely euthanized at the sole option of the Society, following efforts to contact the owner.

1.8.01.1 In the event disposal of an animal is required due to serious illness or injury, the Society shall make all reasonable efforts to identify and notify the owner of the animal's location and condition before humanely euthanizing it, by researching all lost animal reports available to the Society; however, the Society shall not undertake identification efforts which, in its opinion, would unduly prolong suffering of the animal in question.

1.8.02 All animals impounded by the City shall be the responsibility of the City until accepted at the facility or emergency veterinarian location as designated by the Society. Thereafter, all animals shall be the responsibility of the Society under the terms of this Agreement.

1.9 Reports Required. The Society will maintain complete and accurate records of impounded animals. These records shall specify the date of impoundment, the reason for impoundment if provided by the City, the general condition of the animal upon arrival or first contact with the Society's employees, efforts to identify and give notice to the owner, the length of animal stay at shelter, treatment and/or disposition of the animal, all associated costs and fees, identity of the claiming owner, amounts billed to and collected from the claiming owner, and all other billing and collection information required under this Agreement.

1.9.01 The Society shall make its impound records and facilities available for inspection by any authorized representative of the City upon written request submitted to the Shelter Director of the Society or the Shelter Director's authorized representative at least 24 hours in advance of the requested inspection.
1.9.02 The Society shall record and maintain service usage and expense data for each
funded program or program component required under this Agreement and
submit quarterly reports in a form mutually agreed upon by the Society and the
City.

1.10 Changes to Services. The City may request a change or changes in the services. Any
changes that are mutually agreed upon between the City and the Society shall be made in
writing and upon execution by both Parties shall become an amendment to the services
described in this Agreement.

1.11 Independent Contractor. The Society shall perform the services as an independent
contractor and shall not be deemed by virtue of this Agreement to have entered into any
partnership, joint venture, employer/employee or other relationship with the City other
than as a contracting party and independent contractor. The City shall not be obligated to
secure, and shall not provide, any insurance coverage or employment benefits of any kind
or type to or for the Society or the Society’s employees, sub-consultants, contractors,
agents, or representatives, including coverage or benefits related but not limited to: local,
state, or federal income or other tax contributions; insurance contributions (e.g., FICA);
workers’ compensation; disability, injury, or health; professional liability insurance,
errors and omissions insurance; or retirement account contributions.

1.12 Standard of Performance. In performing the services, the Society shall use that degree
of care, skill, and professionalism ordinarily exercised under similar circumstances by
members of the same profession practicing in the State of Colorado. The Society
represents to the City that the Society is, and its employees performing such services are,
properly licensed and/or registered within the State of Colorado for the performance of
the services (if license and/or registration is required by applicable law) and that the
Society and employees possess the skills, knowledge, and abilities to competently,
timely, and professionally perform the services in accordance with this Agreement.

1.12.01 The Society shall promptly inform the City concerning ambiguities and
uncertainties related to the Society’s performance that are not addressed by
the Agreement.

1.12.02 The Society shall provide all of the services required in the Agreement in a
timely and professional manner.

1.12.03 The Society shall promptly comply with any written City request for the City
or any of its duly authorized representatives to reasonably access and review
any books, documents, papers, and records of the Society that are pertinent to
the Society’s performance under this Agreement for the purpose of the City
performing any review of the services.

1.12.04 The Society shall comply with all applicable federal, state and local laws,
ordinances, regulations, and resolutions.

1.12.05 The Society shall be responsible at the Society’s expense for obtaining, and
maintaining in a valid and effective status, all licenses and permits necessary
to perform the services unless specifically stated otherwise in this Agreement.
1.13 **Humane Services.** The Society shall provide humane and quality care to all animals under the terms of this Agreement.

### 2.0 COMPENSATION

2.1 **Compensation for Services.** Following execution of this Agreement by the City, the City shall compensate the Society the annual sum of eighty-three thousand one hundred and fifty-one dollars ($83,151) for the services described in Section 1.0, above. The City shall pay this sum in two (2) equal payments of forty-one thousand five hundred and seventy-five dollars and fifty cents ($41,575.50). The first installment shall be due January 1, 2015, and the remaining installment on the first of June, 2015.

2.2 **Non-reimbursable Costs, Charges, Fees, or Other Expenses.** Any fee, cost, charge, or expense not specified in this agreement that is incurred by the Society shall be deemed a non-reimbursable cost and shall be borne by the Society and shall not be billed or invoiced to the City and shall not be paid by the City.

2.3 **Increases in Compensation.** Any increases or modification of compensation shall be subject to the approval of the City and shall be made only by a written amendment of the Agreement executed by both Parties. By October 15th of each year, HSSPV will evaluate Englewood usage (animals brought in through animal control and strays brought in from Englewood citizens determined by the found address of the animal) for the prior twelve (12) months (i.e. 10/1–9/30). Based on this usage and HSSPV’s governmental allocation model, HSSPV will calculate a fee for the next calendar year.

### 3.0 TERM AND TERMINATION

3.1 **Term.** This Agreement shall be effective as outlined in section 1.1.01, at 12:00 a.m. on January 2, 2015, (the “Effective Date”) and shall terminate at 11:59 p.m. on December 31, 2015, or on a prior date of termination as permitted by this Agreement.

3.1.2 **Renewal.** Approximately 90 days prior to expiration, the Parties will determine whether they intend to renew this Agreement. Following expiration of the term ending December 31, 2015, the Parties may renew this Agreement for an additional four (4) year term (the “Renewal Term”). Both Parties must agree to the Renewal Term via a written amendment to this Agreement.

3.2 **Unilateral Termination.** This Agreement may be terminated by either Party for any or no reason upon written notice delivered to the other at least ninety (90) days prior to termination. In the event of the exercise of the right of unilateral termination as provided by this paragraph:

A. The Society shall continue to provide the services under this Agreement until the ninety (90) day notice period has passed, unless otherwise provided in any notice of termination delivered by the City; and

B. All finished or unfinished documents, data, studies and reports prepared by the Society pursuant to this Agreement shall be delivered by the Society to the City and shall become the property of the City.
3.3 **Termination for Non-Performance.** Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party if the performing Party first provides written notice to the non-performing Party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purposes of this Subsection, “reasonable time” shall be not less than five (5) business days. Provided that notice of non-performance is provided in accordance with this Subsection, nothing in this Subsection shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

3.4 **Mutual Termination.** The City and the Society may agree in writing to mutually terminate this Agreement.

3.5 **Delivery of Notice of Termination.** Any notice of termination permitted by this Section shall be addressed to the person signing this Agreement on behalf of the Society or to the City Manager at the address shown below or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

3.6 **Reimbursement for Non-Performance.** Should this agreement be terminated by the City for non-performance of services and performance as provided in Section 1.0, and after exhausting all efforts to cure the non-performance according to the provisions in Section 3.3, the City shall be reimbursed any pre-paid compensation, except for any actual expenditures incurred and documented by the Society for the care of animals impounded by the City through the date of notice of non-performance, under Section 2.0 of this agreement.

4.0 **INSURANCE**

4.1 **Insurance Generally.** The Society shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified (“Required Insurance”):

A. **Worker’s Compensation Insurance** in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. **Comprehensive General Liability insurance** with minimum combined single limit for each occurrence of One Million Dollars ($1,000,000.00) and of One Million Dollars ($1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Society. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual up to the underlying limits, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a
4.1 Additional Requirements for Insurance. In addition to specific requirements imposed on insurance by this Section and its subsections, insurance shall conform to all of the following:

A. All policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Society; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the services provided by the Society. The Society shall not be an insured party for any City-obtained insurance policy or coverage.

B. The Society shall be solely responsible for any deductible losses.

C. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

4.3 Failure to Obtain or Maintain Insurance. The Society's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Society arising from performance or non-performance of this Agreement. Failure on the part of the Society to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereof and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Society to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Society from the City pursuant to this Agreement.

4.4 Insurance Certificates. Prior to commencement of any services under this Agreement, the Society shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, terms of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each
certificate of insurance. The City may request and the Society shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for services until the requested insurance policies are received and found to be in accordance with the Agreement.

5.0 OWNERSHIP OF DOCUMENTS

Any work product, materials, and documents produced by the Society pursuant to this Agreement shall become property of the City upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Society to the City not specifically created and delivered pursuant to the services outlined in this Agreement may be protected by a copyright held by the Society and the Society reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Society waives any right to prevent its name from being used in connection with the services.

6.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Society substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Society. The remedial actions include:

A. Withhold payment to the Society until the necessary services or corrections in performance are satisfactorily completed; and/or

B. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Society, cannot be performed, or if performed would be of no value to the City; and/or

C. Terminate this Agreement.

The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

7.0 MISCELLANEOUS PROVISIONS

7.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
7.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

7.3 **Equal Employment Opportunity.** The Society will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Society will ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.4 **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section shall not authorize assignment.

7.5 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultants or sub-contractor of the Society. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

7.6 **Article X, Section 28/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

7.7 **Article XXVIII.** If and only to the extent this Agreement constitutes a "sole source government contract" within the meaning of Article XXVIII of the Colorado Constitution ("Article XXVIII"), then the provisions of Sections 15 through 17 of Article XXVIII ("Amendment 54") are hereby incorporated into this Agreement and the Parties shall comply with the provisions of Amendment 54. In such a case, for purposes of this Agreement, the Society shall constitute a "contract holder" for purposes of Amendment 54, as shall any additional persons, officers, directors or trustees related to the Society who qualify as "contract holders" pursuant to the definition set forth in Article XXVIII. In addition, if and only to the extent this Agreement constitutes a "sole source government contract," the Society hereby certifies that it is not ineligible to hold any...
"sole source government contract" pursuant to Amendment 54 or any contract thereunder, and the Society hereby agrees to notify the City immediately if, at any point during the term of this Agreement, the Society becomes ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held to be unconstitutional or otherwise invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to this Agreement, such provision or provisions shall no longer be incorporated into this Agreement and the Parties shall have no obligations under such provision or provisions.

7.8 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all rights either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rules that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.

7.9 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

7.10 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Society without the express written consent of the City Council for the City. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the City Council for the City. No assignment shall release the Society from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

7.11 Headings. The captions in this Agreement are for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

7.12 Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and the Society and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the City and the Society.

7.13 Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

7.14 Employment of or Contracts with Illegal Aliens. The Society shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Society shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Society certifies as of the date of this Agreement that it does not
knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Society will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Society is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Society obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Society shall be required to notify the subcontractor and the City within three (3) days that the Society has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Society shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding the Society’s actual knowledge. The Society shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Society is required to comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Society violates this provision, the City may terminate this Agreement, and the Society may be liable for actual damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

7.15 Right to Contract. The Society shall have the right to provide animal sheltering and other services to other governmental entities as long as such activities do not interfere with the Society’s obligations in this Agreement.

7.16 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the City:  
City Manager  
City of Englewood  
Englewood Civic Center  
1000 Englewood Parkway  
Englewood, Colorado 80110  

If to the Society:  
Shelter Director  
Humane Society of the South Platte  
Valley  
2129 West Chenango Avenue  
Littleton, Colorado 80120

With Copy to:  
City Attorney  
City of Englewood  
Englewood Civic Center  
1000 Englewood Parkway  
Englewood, Colorado 80110
8.0 AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City and the Society and bind their respective entities. THIS AGREEMENT is executed and made effective as provided above.

CITY OF ENGLEWOOD:

ATTEST:

By: __________________________
   [Signature]

Randy P. Peak, Mayor

By: __________________________
   Lourcrisxia A. Ellis, City Clerk

HUMANE SOCIETY OF THE SOUTH PLATTE VALLEY

STATE OF COLORADO
COUNTY OF ARAFAHOE

Subscribed and sworn to before me this day of [ ]th December, 2014, by [Signature] as Shelter Director of the Humane Society of the South Platte Valley.

My commission expires: 2/12/18

[Notary Public]

N.A. Williams
Notary Public
State of Colorado
Commission Expires: 8/12/18
# HSSPV Statistics - City of Englewood

Total 10/1/14-9/30/15

<table>
<thead>
<tr>
<th>Agency</th>
<th>Stray</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cats</td>
<td>32</td>
<td>43</td>
</tr>
<tr>
<td>Dogs</td>
<td>184</td>
<td>91</td>
</tr>
<tr>
<td>Other</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>219</td>
<td>136</td>
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<table>
<thead>
<tr>
<th></th>
<th>Adoption</th>
<th>Redemption</th>
<th>Transferred</th>
<th>Euthanized</th>
<th>Other</th>
<th>Still on Inventory</th>
<th>Total</th>
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<tbody>
<tr>
<td>Cats</td>
<td>49</td>
<td>12</td>
<td>1</td>
<td>4</td>
<td>2</td>
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<td>75</td>
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<tr>
<td>Dogs</td>
<td>76</td>
<td>186</td>
<td>1</td>
<td>6</td>
<td>3</td>
<td>3</td>
<td>275</td>
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<tr>
<td>Other</td>
<td>0</td>
<td>1</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
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<tr>
<td></td>
<td>125</td>
<td>199</td>
<td>6</td>
<td>10</td>
<td>5</td>
<td>10</td>
<td>355</td>
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</table>

Average Stay - All Animals 11 days
### Government Cost Allocation 2016

<table>
<thead>
<tr>
<th>Expense</th>
<th>2016 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shelter Expense</td>
<td>$185,000</td>
</tr>
<tr>
<td>Payroll Expenses</td>
<td>$360,000</td>
</tr>
<tr>
<td>Occupancy</td>
<td>$150,000</td>
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<tr>
<td>Office Expense</td>
<td>$28,000</td>
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<tr>
<td>Insurance</td>
<td>$60,000</td>
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<tr>
<td>Professional Fees</td>
<td>$3,900</td>
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<tr>
<td><strong>Total Expense</strong></td>
<td><strong>$786,600</strong></td>
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</tbody>
</table>

**Remove Adoption Related**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Spay/Neuter Staff</td>
<td>($57,424)</td>
</tr>
<tr>
<td>Spay/Neuter Supplies</td>
<td>($39,500)</td>
</tr>
<tr>
<td>Microchip</td>
<td>($14,000)</td>
</tr>
<tr>
<td>Emergency Vax (portion)</td>
<td>($30,100)</td>
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<tr>
<td>Other portion of office expense</td>
<td>($14,000)</td>
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<tr>
<td>Development/Volunteer</td>
<td>($44,000)</td>
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<tr>
<td>Foster</td>
<td>($7,150)</td>
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<tr>
<td>Animal Behavior</td>
<td>($34,476)</td>
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<tr>
<td>Offsite Adoption</td>
<td>($2,400)</td>
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<tr>
<td>Advertising</td>
<td>($4,000)</td>
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<tr>
<td>Unit A</td>
<td>($43,456)</td>
</tr>
<tr>
<td><strong>Net Amount to be allocated</strong></td>
<td><strong>$494,574</strong></td>
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**Governments**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$185,140</td>
<td>37%</td>
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**Other**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>$306,375</td>
<td>63%</td>
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</table>

**Total Live Animals**

- **Governments/Resident Strays**: 778
- **Other**: 1,900
- **Total Live Animals**: 2,678

**Government Allocation Based on Actual/Estimated Income from Animal Control and Residents**

<table>
<thead>
<tr>
<th>Location</th>
<th>Strays Income from AICS and Residents</th>
<th>Cost per Animals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Littleton</td>
<td>540,447.11 32.50% 254</td>
<td>$237.98</td>
</tr>
<tr>
<td>Englewood</td>
<td>82,703.36 42.99% 345</td>
<td>$237.98</td>
</tr>
<tr>
<td>Other</td>
<td>42,508.55 23.01% 179</td>
<td>$237.98</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>665,149.32 100.00% 778</td>
<td>$237.98</td>
</tr>
</tbody>
</table>
Humane Society of the South Platte Valley
Profit & Loss
January through December 2014
Jan - Dec 14

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income</td>
<td></td>
</tr>
<tr>
<td>Contributions and Grants</td>
<td>454,076.40</td>
</tr>
<tr>
<td>Government Contracts</td>
<td>196,631.00</td>
</tr>
<tr>
<td>Program Service Revenue</td>
<td>317,868.21</td>
</tr>
<tr>
<td>Total Income</td>
<td>967,175.61</td>
</tr>
<tr>
<td>Cost of Goods Sold</td>
<td></td>
</tr>
<tr>
<td>Appeal Expense</td>
<td>5,648.63</td>
</tr>
<tr>
<td>Event Expense</td>
<td>33,754.03</td>
</tr>
<tr>
<td>Merchandise Expense</td>
<td>370.40</td>
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<tr>
<td>Total COGS</td>
<td>39,773.06</td>
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<tr>
<td>Gross Profit</td>
<td>927,402.55</td>
</tr>
<tr>
<td>Expense</td>
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<tr>
<td>Shelter Expense</td>
<td>160,250.70</td>
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<tr>
<td>Payroll Expenses</td>
<td>317,675.61</td>
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<tr>
<td>Occupancy</td>
<td>160,205.75</td>
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<td>Office Expense</td>
<td>29,495.69</td>
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<tr>
<td>Insurance</td>
<td>44,676.65</td>
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<td>Professional Fees</td>
<td>3,899.25</td>
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<td>Total Expense</td>
<td>715,203.85</td>
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<tr>
<td>Net Ordinary Income</td>
<td>212,198.70</td>
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<td>Other Income/Expense</td>
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<tr>
<td>Other Income</td>
<td></td>
</tr>
<tr>
<td>Non Cash Donations</td>
<td>36,274.31</td>
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<tr>
<td>Other Income</td>
<td>92.55</td>
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<tr>
<td>Total Other Income</td>
<td>36,366.87</td>
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<tr>
<td>Other Expense</td>
<td></td>
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<tr>
<td>Depreciation Expense</td>
<td>29,625.00</td>
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<tr>
<td>Other Expense</td>
<td>36,274.31</td>
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<td>Total Other Expense</td>
<td>65,899.31</td>
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<tr>
<td>Net Other Income</td>
<td>-29,532.44</td>
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<tr>
<td>Net Income</td>
<td>193,666.26</td>
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Humane Society of the South Platte Valley
Balance Sheet
As of December 31, 2014

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>Dec 31, 14</th>
</tr>
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<tbody>
<tr>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>Checking/Savings</td>
<td></td>
</tr>
<tr>
<td>Citywide Bank Checking</td>
<td>170,512.04</td>
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<tr>
<td>Citywide Money Market</td>
<td>160,092.58</td>
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<tr>
<td>Citywide Bank Raffle</td>
<td>2,221.50</td>
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<tr>
<td>Petty Cash</td>
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<tr>
<td>Total Checking/Savings</td>
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<tr>
<td>Accounts Receivable</td>
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<tr>
<td>Total Accounts Receivable</td>
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<td>Other Current Assets</td>
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<td>Prepaids</td>
<td>1,990.00</td>
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<tr>
<td>Total Other Current Assets</td>
<td>1,990.00</td>
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<tr>
<td>Total Current Assets</td>
<td>288,945.86</td>
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<td>Fixed Assets</td>
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<td>Property and Equipment</td>
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<tr>
<td>Accumulated Depreciation</td>
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<tr>
<td>Total Fixed Assets</td>
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<td>Other Assets</td>
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<tr>
<td>Deposits</td>
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<tr>
<td>Total Other Assets</td>
<td>5,000.00</td>
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<tr>
<td>TOTAL ASSETS</td>
<td>395,797.86</td>
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</tbody>
</table>

| LIABILITIES & EQUITY           |           |
| Liabilities                    |           |
| Current Liabilities            |           |
| Accounts Payable               | 4,843.67  |
| Total Accounts Payable         | 4,843.67  |
| Other Current Liabilities      |           |
| Accounts Payable               | 3,726.45  |
| Customer Deposits              | 1,425.00  |
| Deferred Income                | 35,000.00 |
| Total Other Current Liabilities| 45,201.45 |
| Total Current Liabilities      | 50,045.33 |
| Total Liabilities              | 69,045.33 |
| Equity                         |           |
| Retained Earnings              | 164,085.27|
| Net Income                     | 152,665.28|
| Total Equity                   | 346,752.53|
| TOTAL LIABILITIES & EQUITY     | 395,797.86|
To: Mayor Penn and City Council Members

Through: Eric Keck, City Manager

From: Michael Flaherty, Interim Community Development Director

Subject: Englewood Housing Authority request for letter of support

Date: November 2, 2015

The Englewood Housing Authority (EHA) is preparing to apply to Arapahoe County for CDBG funding for projects to benefit Simon Center. They are submitting applications for patio door replacements in the apartments and also for a Service Coordinator position to assist the residents with daily living tasks and help the residents obtain the services needed to continue to live in their homes. That position would also assist the residents transitioning to a higher level of care.

Letters of support for each project from the City would strengthen their application. Draft of the requested letters are attached.
October 28, 2015

Michael Flaherty, Deputy City Manager  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110  

Dear Mr. Flaherty:

The Englewood Housing Authority (EHA) is requesting your support of our application for an Arapahoe County CDBG Grant to replace balcony doors at Simon Center 3333 S Lincoln Street, Englewood, Colorado 80113. As you may be aware, Simon Center only serves low income, elderly and disabled residents. The existing sliding doors are original to the building and are heavy and hard for the residents to open. If awarded the grant, EHA would replace the doors with doors designed to be energy efficient and more accessible for elderly and handicapped residents.

The Arapahoe County Community Resources Department - Housing & Community Development Division has indicated that they will give preference to applications that include letters of support from local governing agencies.

Would you please provide a letter of support to include in our submission by November 6, 2015?

With anticipation of your support and respecting how busy you are, I am enclosing a sample letter of support along with a self-addressed, stamped envelope. Please contact me at if you have any questions. Thank you for your help!

Sincerely,

Renee Tullius  
Executive Director  
Englewood Housing Authority  

Encl.

Cc: Linda Olson
(ON CITY OF ENGLEWOOD LETTERHEAD)

November 2, 2015

SUBJECT: Englewood Housing Authority CDBG Grant Request for Simon Center Balcony Door Replacement

To Whom It May Concern:

The City of Englewood supports the Englewood Housing Authority (EHA) application for an Arapahoe County CDBG Grant to fund the replacement of Simon Center Balcony Doors.

The Englewood City Council is supportive of EHA in their application for a CDBG Grant which is needed to fund the replacement of Simon Center Balcony Doors. Simon Center is a building that serves only low income, senior and disabled households. We understand that EHA’s grant request is for CDBG grant funds that are administered by the Arapahoe County Housing and Community Resources Department – Housing & Community Development Division.

Please feel free to contact me at 303-762-2314 for any additional needed information on this matter.

Sincerely,

Michael Flaherty
Deputy City Manager

Cc: Englewood City Council
    City Manager Eric Keck
    City Attorney Daniel Brotzman
October 28, 2015

Michael Flaherty, Deputy City Manager
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

Dear Mr. Flaherty:

The Englewood Housing Authority (EHA) is requesting your support of our application for an Arapahoe County CDBG Grant for a Service Coordinator Grant to assist elderly and disabled residents at Orchard Place, 3425 S Sherman Street and Simon Center 3333 S Lincoln Street, Englewood, Colorado 80113 with personal tasks that they struggle with on a daily basis. Orchard Place and Simon Center only serve low income, elderly and disabled residents. If awarded the grant, EHA would hire a part time service coordinator to help the residents navigate requirements of other service providers and assist the residents with personal tasks that they struggle with. We are seeking funding for a 3 year grant.

The Arapahoe County Community Resources Department - Housing & Community Development Division has indicated that they will give preference to applications that include letters of support from local governing agencies.

Would you please provide a letter of support to include in our submission by November 6, 2015?

With anticipation of your support and respecting how busy you are, I am enclosing a sample letter of support along with a self-addressed, stamped envelope. Please contact me if you have any questions. Thank you for your help!

Sincerely,

Renee Tullius
Executive Director
Englewood Housing Authority

Encl.
Cc: Linda Olson
November 2, 2015

SUBJECT: Englewood Housing Authority CDBG Grant Request for Service Coordinator Grant

To Whom It May Concern:

The City of Englewood supports the Englewood Housing Authority (EHA) application for an Arapahoe County CDBG Grant Request to fund a Service Coordinator Position to assist Senior and Disabled residents with accessing other service providers, and medical paperwork, and also with personal tasks that they may struggle with. This position would facilitate a resident's ability to stay in their home and also to transition to an alternate facility when necessary.

The Englewood City Council is supportive of EHA in their application for a CDBG Grant which is needed to fund a Service Coordinator Position to provide assistance to the elderly and disabled residents at Simon Center and Orchard Place which are buildings that serve only low income, senior and disabled households. We understand that EHA’s grant request is for CDBG grant funds that are administered by the Arapahoe County Housing and Community Resources Department – Housing & Community Development Division.

Please feel free to contact me at 303-762-2314 for any additional needed information on this matter.

Sincerely,

Michael Flaherty
Deputy City Manager

Cc: Englewood City Council
    City Manager Eric Keck
    City Attorney Daniel Brotzman
November 3, 2015

SUBJECT: Englewood Housing Authority CDBG Grant Request for Service Coordinator Grant

To Whom It May Concern:

The City of Englewood supports the Englewood Housing Authority (EHA) application for an Arapahoe County CDBG Grant Request to fund a Service Coordinator Position to assist Senior and Disabled residents with accessing other service providers, and medical paperwork, and also with personal tasks that they may struggle with. This position would facilitate a resident’s ability to stay in their home and also to transition to an alternate facility when necessary.

The Englewood City Council is supportive of EHA in their application for a CDBG Grant which is needed to fund a Service Coordinator Position to provide assistance to the elderly and disabled residents at Simon Center and Orchard Place which are buildings that serve only low income, senior and disabled households. We understand that EHA’s grant request is for CDBG grant funds that are administered by the Arapahoe County Housing and Community Resources Department – Housing & Community Development Division.

Please feel free to contact me at 303-762-2310 for any additional needed information on this matter.

Sincerely,

Randy Penn
Mayor

Cc: Englewood City Council
    City Manager Eric Keck
    City Attorney Daniel Brotzman
November 3, 2015

SUBJECT: Englewood Housing Authority CDBG Grant Request for Simon Center Balcony Door Replacement

To Whom It May Concern:

The City of Englewood supports the Englewood Housing Authority (EHA) application for an Arapahoe County CDBG Grant to fund the replacement of Simon Center Balcony Doors.

The Englewood City Council is supportive of EHA in their application for a CDBG Grant which is needed to fund the replacement of Simon Center Balcony Doors. Simon Center is a building that serves only low income, senior and disabled households. We understand that EHA’s grant request is for CDBG grant funds that are administered by the Arapahoe County Housing and Community Resources Department – Housing & Community Development Division.

Please feel free to contact me at 303-762-2314 for any additional needed information on this matter.

Sincerely,

Randy Penn
Mayor

Cc: Englewood City Council
City Manager Eric Keck
City Attorney Daniel Brotzman