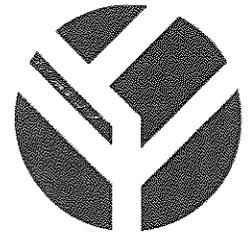


**AGENDA FOR THE  
ENGLEWOOD CITY COUNCIL  
STUDY SESSION  
NOVEMBER 24, 2014  
COMMUNITY ROOM  
6:00 P.M.**



- I. Holiday Tree Lighting**  
At 5:30 p.m. on the Piazza the Holiday Tree will be lit.
- II. Museum of Outdoor Arts Tour – 6:00 p.m.**  
Rodney Lontine, Chief Operating Officer and Cynthia Madden Leitner, Executive Director, will lead Council on a tour of the Museum of Outdoor Arts.
- III. Humane Society of South Platte Valley Contract Renewal – 7:00 p.m.**  
Deputy City Michael Flaherty will be present to discuss renewal of a contract with the Humane Society of South Platte Valley.
- IV. Board and Commission Reappointment Discussion – 7:30 p.m.**  
Council will discuss Board and Commission reappointments.
- V. Board and Commission Reports – 8:00 p.m.**  
Council will discuss the boards and commissions on which they serve.
- VI. City Manager’s Choice.**
- VII. City Attorney’s Choice.**
- VIII. Council Member’s Choice**

**Please Note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood, 303-762-2407, at least 48 hours in advance of when services are needed. Thank you.**



# Memorandum

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City Manager's Office

**TO:** Mayor Penn and Members of City Council

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

**FROM:** Michael Flaherty, Deputy City Manager

**DATE:** November 12, 2014

**SUBJECT:** Humane Society of South Platte Valley - Contract Renewal

The initial five-year term of the City's agreement for animal sheltering services with the Humane Society of South Platte Valley (HSSPV) expires on December 31, 2014. The initial agreement provided for a single year term for 2010 with annual extensions for an additional four years.

The operations of the HSSPV have met the requirements of the City and both parties have tentatively agreed to a five-year renewal with the same operational terms and a cost allocation formula based on actual usage. Englewood's 2015 cost for the sheltering agreement is \$83,151. This amount has been included in the Police Department's 2015 budget.

Attached are the draft agreement and the "Government Cost Allocation for 2015" provided by the HSSPV. The formal agreement will be presented to City Council for consideration at the regular meeting of December 15, 2014.

I will be in attendance at the November 24 City Council Study Session to discuss the contract renewal and will be happy to answer any questions Council may have.

Attachments: Draft Agreement  
HSSPV Government Cost Allocation for 2015

**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 Chenango 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”).

- 1.3 **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 injured animals to the Society under this Agreement 24 hours a day , seven days a week,
- 1.6 **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.

- 1.6.04 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 procedures related to the 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

a result of receiving, keeping or disposing of a dog pursuant to C.R.S. § 18-9-204.5.

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 reclaiming owner, amounts billed to and collected from the reclaiming 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 licensure 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.

## 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 purpose 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 "claims made" basis. Such insurance shall name the City, its elected officials, officers, employees and agents as additional insured parties.

- C. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000) aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Society.

- 4.2 **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 thereto 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, term 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, at 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-consultant 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 20/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 right 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 rule 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:**

**If to the Society:**

|  |  |
|--|--|
| City Manager<br>City of Englewood<br>Englewood Civic Center<br>1000 Englewood Parkway<br>Englewood, Colorado 80110                   | Shelter Director<br>Humane Society of the South Platte<br>Valley<br>2129 West Chenango Avenue<br>Littleton, Colorado 80120 |
| With Copy to:<br>City Attorney<br>City of Englewood<br>Englewood Civic Center<br>1000 Englewood Parkway<br>Englewood, Colorado 80110 |  |



Projected Government Cost Allocation 2014

|                                    | Projected<br>2014 |  |
|------------------------------------|-------------------|--|
| <b>Expense</b>                     |                   |  |
| Shelter Expense                    | 136,900           |  |
| Payroll Expenses                   | 322,465           |  |
| Occupancy                          | 138,500           |  |
| Office Expense                     | 28,000            |  |
| Insurance                          | 62,174            |  |
| Professional Fees                  | 7,500             |  |
| Depreciation Expense               | 23,000            |  |
| <b>Total Expense</b>               | 718,539           |  |
| <b>Remove Adoption Related</b>     |                   |  |
| Spay/Neuter Staff                  | (54,900)          |  |
| Spay/Neuter Supplies               | (21,000)          |  |
| Microchip                          | (14,500)          |  |
| Emergency Vet (portion)            | (10,000)          |  |
| Development/Volunteer Manager      | (18,750)          |  |
| Animal Behavior (portion)          | (20,000)          |  |
| Offsite Adoption                   | (2,500)           |  |
| Advertising                        | (8,000)           |  |
| Unit B                             | (40,134)          |  |
| Remove Depreciation                | (23,000)          |  |
| <b>Net Amount to be allocated</b>  | 505,755           |  |
| <b>Governments</b>                 | 185,332           | 37%  |
| <b>Other</b>                       | 320,423           | 63%  |
|                                    | 505,755           | 100%   |
| <br>                               |                   |  |
| <b>Governments/Resident Strays</b> | 723               | (Based on annual averages and 2012 actual incoming for the governments below)<br>(Projected) |
| <b>Other</b>                       | 1,250             |  |
| <b>Total Live Animals</b>          | 1,973             |  |

Government Allocation Based on Actual/Estimated Incoming from animal control and residents

|                  |         |         | Strays Incoming from<br>ACOs and Residents |    | Cost per<br>Animals |                                    |
|------------------|---------|---------|--|----|---------------------|------------------------------------|
| Littleton        | 59,983  | 32.37%  | 234  | \$ | 256.34              | ACOs - 119 + Resident Strays - 115 |
| Englewood        | 84,848  | 45.78%  | 331  | \$ | 256.34              | ACOs - 243 + Resident Strays - 88  |
| Cherry Hills     | 3,076   | 1.66%   | 12   | \$ | 256.34              | ACOs - 12                          |
| Columbine Valley | 1,538   | 0.83%   | 6  | \$ | 256.34              | ACOs - 6                           |
| Arapahoe County  | 35,887  | 19.36%  | 140  | \$ | 256.34              | Estimate - primarily ACOs          |
|                  | 185,332 | 100.00% | 723  | \$ | 256.34              |                                    |



Memorandum:

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To: Honorable Mayor and Members of the City Council  
From: Eric A. Keck, City Manager  
Date: 19 November 2014  
Subject: Board and Commission Reappointments

I have had the opportunity to examine the purpose, attendance, staff commitment, and performance of each of the community's boards and commissions over the past several weeks. With the assistance of Lindsay von Colditz, we have created the accompanying graphic which depicts board and commission and some relevant statistics regarding whether or not they were able to obtain a quorum, total staff time invested for each meeting, current vacancies and upcoming term limits.

At this point, there are four committees that I would like for the Council to consider either dissolving or examining an alternative plan to meet the intent of the original purpose of these entities. These committees are the Alliance for Commerce in Englewood, Code Enforcement Advisory Committee, Keep Englewood Beautiful, and the Transportation Advisory Committee. The commentary and analysis below are in no way, shape, or form criticizing the volunteers who constitute the committees. I am merely looking for more effective and efficient ways in which to deploy our resources as well as ensure that our volunteers are engaging in meaningful endeavors.

**Alliance for Commerce in Englewood:**

The Alliance for Commerce in Englewood commission is one that has struggled to obtain a quorum during this past year. Staff liaison for this commission has indicated that the group has also strayed from the original direction for ACE and is now addressing items that really are not germane to growing and attracting business in our community. As such, there are really two paths to take. One would be to dissolve the group and have our Economic Development Manager focus on working with some of the business leaders who are appointed to ACE and begin to aggressively build upon our business base. An alternative to dissolving the commission would be to reinvigorate and focus the group on some economic gardening initiatives that would allow the members of ACE to look at ways and means in which to examine how the City of Englewood can retool its ordinances, processes, and economic development incentives to target and attract the businesses that we would like to see in our community.

**Code Enforcement Advisory Committee:**

The Code Enforcement Advisory Committee is another one of the groups that has had difficulty with obtaining a quorum for their meetings. There are currently three vacancies and one alternate. The efficacy of this commission comes into question when one reviews the minutes from this past year's meetings. It would be staff's recommendation to dissolve this group and rely upon our code enforcement division to address community concerns as they relate to code violations. The City's ordinances are quite clear as it pertains to code violations which then makes it incumbent upon the Police Department and Code Enforcement to work collaboratively with the public to regulate the community. Perhaps in the future as code enforcement evolves, the Council could create an ad hoc code enforcement review committee to address needs that arise.

**Transportation Advisory Committee:**

The Transportation Advisory Committee has struggled with obtaining a quorum this past year. This committee is really not presented with many opportunities to address major transportation projects as the City of Englewood is largely built out. Given that there are also few transportation issues and complaints that arise, the need for this committee is questionable. As such, I would recommend to the City Council to dissolve the group and not dissimilar to the CEAC, potentially convene a TAC as necessary when a project should arise.

**Keep Englewood Beautiful:**

Keep Englewood Beautiful has a very focused mission and they continue to do some outstanding programs including leaf and tire removal within the community. A great deal of acrimony has transpired over the time that I have been here with the committee which is unfortunate. There currently are seven vacancies on the committee which is nearly half the required constituency. As an alternative to trying to fill all of the vacancies, the City Council should perhaps entertaining reducing the size of the committee and continuing to focus the KEB upon initiatives that will help with beautification and cleanliness within the community. Furthermore, there is some overlap with the Code Enforcement Advisory Committee in that property maintenance and pride in home ownership are issues that have an impact upon the aesthetics of Englewood. I am not advocating that KEB take up code issues but rather examine strategies that might aid in engendering more pride in home and property ownership in the community.

Thank you for the opportunity to share our analysis and recommendations as they pertain to the boards and commissions. Please feel free to contact me with any questions or concerns.

| <b>Board and Commission</b>                      | <b>Quorum (12 Months Reported)</b>   | <b>Staff Time Per Meeting</b> | <b>Current Vacancies</b>      | <b>Upcoming Term Limits</b>            |
|--|--------------------------------------|-------------------------------|-------------------------------|--|
| Alliance for Commerce in Englewood               | 5 of 12 meetings                     | 19 hours                      | 3 Regular Members             | 2017 (1)                               |
| Board of Adjustment and Appeals*                 | 3 of 3 meetings                      | 13.5 hours                    | 3 Regular Members             | 2015 (1), 2017 (1), 2018 (1)           |
| Budget Advisory Committee                        | 12 of 12 meetings                    | 3 hours                       | 0                             | 0                                      |
| Code Enforcement Advisory Committee              | 4 of 6 meetings                      | 2 hours                       | 3 Regular Members 1 Alternate | 2016 (1)                               |
| Cultural Arts Commission                         | 11 of 12 meetings                    | 26 hours                      | 1 Alternate                   | 0                                      |
| Election Commission                              | No 2014 meetings, quorum usually met | .5 hour                       | 0                             | 0                                      |
| Englewood Housing Authority                      | 11 of 11 meetings                    | 25-30 hours                   | 0                             | 2015 (1)                               |
| Firefighters Pension Board**                     | All 2014 meetings had a quorum       | 6 hours                       | 0                             | 2017 (1)                               |
| Keep Englewood Beautiful Commission              | 10 of 12 meetings                    | 12 hours                      | 7 Regular Members             | 2015 (1)                               |
| Liquor and Medical Marijuana Licensing Authority | All 2014 meetings had a quorum       | 1-4 hours                     | 1 Regular Members             | 0                                      |
| Malley Center Trust Fund                         | All 2014 meetings had a quorum       |                               | 1 Regular Member              | 0                                      |
| NonEmergency Employees Retirement Board**        | All 2014 meetings had a quorum       | 30 hours                      | 0                             | 0                                      |
| Parks and Recreation Commission                  | 11 of 11 meetings                    | 38 hours                      | 2 Youth Members               | 0                                      |
| Planning and Zoning Commission*                  | All 2014 meetings had a quorum       | 24 hours                      | 1 Regular Member              | 2015 (1), 2016 (1), 2017 (1), 2018 (1) |
| Police and Fire Supplemental Disability Board**  | All 2014 meetings had a quorum       | 4 hours                       | 0                             | 0                                      |
| Police Officer Pension Board**                   | All 2014 meetings had a quorum       | 4 hours                       | 0                             | 0                                      |
| Public Library Board*                            | 8 of 11 meetings                     | 5 hours                       | 3 Regular Members             | 2015 (1), 2016 (1)                     |
| Transportation Advisory Committee                | 4 of 6 meetings                      | 34 hours                      | 1 Regular Member              | 2015 (1), 2018 (1)                     |
| Urban Renewal Authority                          | 6 of 6 meetings                      | 15.5 hours                    | 2 Regular Members             | 2016 (1), 2017 (1)                     |
| Water and Sewer Board*                           | 10 of 10 meetings                    | 15-20 hours                   | 0                             | 2020 (1)                               |

\*Required by Charter

\*\*Required by Plan documents or state statute



# Memorandum

## City Manager's Office

TO: Eric Keck, City Manager  
FROM: Lindsay von Colditz, Executive Assistant  
DATE: November 20, 2014  
SUBJECT: Englewood Board and Commission Report

### **Alliance for Commerce in Englewood**

Term: Three year terms  
Schedule: Meets 2<sup>nd</sup> Thursday of each month at 11:30 a.m. in City Council Conference Room  
Membership: 9 voting members and 1 voting alternate member; At least one member must also be a member of the Greater Englewood Chamber of Commerce (non-voting)  
Vacancies: 3 voting members  
Staff Notes: See attached memo from Community Development

### **Board of Adjustments and Appeals** – Required by Charter

Term: Four year terms  
Schedule: Meets 2<sup>nd</sup> Wednesday of each month at 7:00 p.m. in Council Chambers  
Membership: 7 voting members and 1 voting alternate member  
Vacancies: 3 voting members (Feb. 2015)  
Staff Notes: See attached memo from Community Development

### **Budget Advisory Committee**

Term: 3 year terms  
Schedule: Meets 3<sup>rd</sup> Tuesday of each month at 4:30 pm.  
Membership: 5 voting members, 1 non-voting Council liaison;  
Vacancies: No current vacancies  
Staff Notes:

#### Staff time per meeting:

Recording Secretary (Revenue and Finance Manager) 1.5 hours preparation  
1.5 hours meeting

City Manager, Deputy City Manager, and Finance Director also attend meetings.

Recordings: Meetings are recorded.

Quorum: All 2014 meetings had quorum.

## **Code Enforcement Advisory Committee**

Term: Two year terms.  
Membership: 7 members, 1 non-voting alternate; requires two non-voting Council Liaisons.  
Vacancies: 3 voting seats, 1 alternate seat  
Schedule: Meets 3<sup>rd</sup> Wednesday of every other month (odd-numbered months) at 6:30 p.m. in City Council Conference Room

### **Staff Notes:**

Staff time per meeting: Approximately two hours of administrative functions. Deputy City Manager also attends meetings.

Recordings: Meetings are recorded and then a written summary of the meeting is drafted based on conversations and notes. Recordings are not retained as a permanent record of the meetings.

Quorum: Six meetings were scheduled in 2014 and two meetings were cancelled due to lack of a quorum.

Notes: There have been several meetings that had very limited topics on the agenda. Perhaps quarterly or semi-annual meetings would be more appropriate. The CEAC Board can always request "Special Meetings" when they deem necessary.

## **Cultural Arts Commission**

Term: Three year terms for Commissioners, one year terms for Youth Members  
Schedule: Meets 1<sup>st</sup> Wednesday of each month at 5:45 p.m.  
Membership: 7 voting members, 1 alternate non-voting  
Vacancies: 1 alternate seat (Pending Council acceptance of resignation at Dec. 1, 2014 Council meeting)  
Staff Notes:

### Staff time per meeting:

Recording Secretary – 10 hours

Department Director – 10 hours

Staff Liaison (Joe Sack, Recreation Manager) – 6 hours

Recordings: Meetings are not recorded (currently being discussed). Action minutes produced.

Quorum: July, 2014 CAC meeting was cancelled due to a lack of quorum. It was before the July 4th holiday and the four new board members would be formally appointed by City Council the following Monday.

Notes: We have several special events that have a connection with the Cultural Arts Commission. These special events include Funfest, Romeo and Juliet, Theater in the Park. At these times, hours spent per month can average 30 or more hours.

## **Election Commission**

Term: Four year terms  
Schedule: Meets as required by election schedule  
Membership: 4 voting members, 1 voting ex officio member (City Clerk)  
Vacancies: No current vacancies  
Staff Notes:

### **Staff time:**

Election Committee rarely meets, maybe once every two years. They are mainly used for redistricting recommendations or if there is a new election law passed, to discuss how it will affect Englewood. In odd-numbered years, the election commission is encouraged to participate in the candidate lot drawing for the new Council candidate election but this is not a formal meeting. Packet preparation may take up to 30 minutes, meetings barely last 30-60 minutes and minutes preparation 15-30 minutes.

**Recordings:** Meetings are recorded. Action minutes produced.

**Quorum:** No 2014 meeting. Quorums are usually met.

## **Englewood Housing Authority**

Term: Five year terms  
Schedule: Meets 1<sup>st</sup> Wednesday of each month at 4:00 p.m. in Housing Authority Board Room  
Membership: 5 voting members, 1 permissive non-voting alternate; One Authority member must be an Englewood Housing Authority resident  
Vacancies: No current vacancies  
Notes: Established by City Council resolution in 1972; Council recommends appointments, the Mayor appoints members to the authority.

Staff Notes:

**Staff time per meeting:** 25-30 hours depending on issues discussed.

**Recordings:** Meetings recorded. Action minutes produced.

**Quorum:** All 2014 meetings had quorums.

## **Firefighters Pension Board** - Required by Plan documents or state statute

Term: Three year terms  
Schedule: Meets 2<sup>nd</sup> Thursday of February, May, August and November at 4:00 p.m.; usually meet biannually.  
Membership: 6 voting members; Membership consists of the Mayor of the City, the Finance Director, 3 employee elected seats, and 1 Council appointed seat  
Vacancies: No current vacancies

Staff Notes:

Staff time per meeting:

Retirement Administrator – 4 hours

Finance Director – 2 hours

Recordings: Meetings recorded. Action minutes produced.

Quorum: All 2014 meetings had quorums.

**Keep Englewood Beautiful Commission**

Term: Two year terms,

Schedule: Meets 2<sup>nd</sup> Tuesday of each month at 6:30 p.m.

Membership: 15 voting members

Vacancies: 7 voting members (Feb. 2015)

Staff Notes: See attached memo from Community Development

**Liquor and Medical Marijuana Licensing Authority**

Term: Three year terms

Schedule: Meets 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of each month

Membership: 5 voting members

Vacancies: 1 voting seat

Staff Notes:

Staff time:

Telephone poll meetings can vary between 1-4 hours to prepare a packet, depending upon what is being considered. Member contact is limited to telephone calls/voicemail/email for telephone polls. Telephone Poll minutes usually take 30 minutes to finish.

Actual physical meetings are normally held when there is a public or show cause hearing, liquor or marijuana violation, or questions regarding applications submitted and the Authority needs more clarification. Packet preparation for these meetings can take several days to prepare. Member contact is at the meetings and meetings can average 1-3 hours. Minute preparation after these meetings can take several days as it is usually verbatim minutes to make certain that we have specific details as mentioned at the hearings and the votes with reasons in the minutes.

Recordings: Meetings are recorded.

Quorum: Two meetings per month, whether they be via telephone poll or actual physical meetings. All 2014 meetings had a quorum.

**Malley Center Trust Fund**

Term: Three year terms

Schedule: Meets three times per year or as needed

Membership: 5 voting members; Membership consists of City Council liaison, 1 member of the Parks and Recreation Committee, 3 Council appointed trustees

Vacancies: 1 voting member (Pending Council acceptance of resignation at Dec. 1, 2014 Council meeting)

Note: No response from Recording Secretary/Staff liaison

**NonEmergency Employee Retirement Board**- Required by Plan documents or state statute

Term: Four year terms

Schedule: Meets 2<sup>nd</sup> Tuesday of February, May, August & November at 4:00 p.m.

Membership: 7 voting members; Membership consists of a Council member, the Finance Director, 2 employee elected seats, and 3 Council appointed seat

Vacancies: No current vacancies

Staff Notes:

Staff time per meeting:

Retirement Administrator – 24 hours

Finance Director – 6 hours

Recordings: Meeting recorded. Action minutes produced.

Quorum: All 2014 meetings had quorums.

**Parks and Recreation Commission**

Term: Four year terms for Commissioners, one year terms for Youth Members

Schedule: Meets 2<sup>nd</sup> Thursday of each month at 5:30 p.m.

Membership: 7 voting members, 2 voting youth members;

Vacancies: 2 non-voting youth members

Staff Notes:

Staff time per meeting:

Recording Secretary – 10 hours

Department Director – 10 hours

Staff Liaison (Joe Sack, Recreation Manager) – 6 hours

Staff Liaison (Dave Lee, Open Space Manger) – 6 hours

Staff Liaison (Bob Spada, Recreation Services Manager, Golf) – 6 hours

Recordings: Meetings are not recorded. Action minutes produced.

Quorum: When there is not pressing business and the board members concur, the December Parks and Recreation Commission meeting will be cancelled

**Planning and Zoning Commission** – Required by Charter

Term: Four year terms

Schedule: Meets every Tuesday after Council meetings

Membership: 9 voting members, 1 non-voting alternate;

Vacancies: 1 voting member (Feb. 2015)

Staff Notes: See attached memo from Community Development

**Police and Fire Supplemental Disability Board**- Set by Englewood Municipal Code

Term: Three year terms

Schedule: Board meets as necessary

Membership: 8 voting members; Membership consists of the Mayor of the City, the Finance Director, 2 employee elected firefighters, 2 employee elected police officers, one Council appointed POPB member and one Council appointed FFPB member

Vacancies: No current vacancies

Staff Notes:

Staff time per meeting:

Retirement Administrator – 3 hours

Finance Director – 1 hours

Recordings: Meeting recorded. Action minutes produced.

Quorum: All 2014 meetings had quorums.

Notes: Meets on an as needed basis. This may be once or twice a year, or maybe only every third year, depending if there are any fire and police disabilities.

**Police Officer Pension Board**- Required by Plan documents or state statute

Term: Three year terms

Schedule: Meets 2<sup>nd</sup> Thursday of February, May, August and November at 2:30 pm.

Membership: 6 voting members; Membership consists of the Mayor of the City, the Finance Director, 3 employee elected police officers, one Council member. No vacancies

Staff Notes:

Staff time per meeting:

Retirement Administrator – 4 hours

Finance Director – 2 hours

Recordings: Meeting recorded. Action minutes produced.

Quorum: All 2014 meetings had quorums.

**Public Library Board** – Required by Charter

Term: Four year terms,

Schedule: Meets 2<sup>nd</sup> Tuesday of each month at 7 p.m.

Membership: 9 voting members, 1 non-voting youth member;

Vacancies: 3 voting members (Feb. 2015)

Staff Notes:

Staff time per meeting:

Combined Recording Secretary/Library Director – 5 hours

Recordings: Meeting not recorded. Action minutes produced.

Quorum: We schedule a meeting each month, but in 2014 we did not have a quorum 3 times.

**Transportation Advisory Committee**

Term: Four year terms,  
Schedule: Meets bi-monthly starting in January on the 2<sup>nd</sup> Thursday at 6:30 p.m.  
Membership: 5 voting members and 1 non-voting alternate member  
Vacancies: 1 voting member (February 2015)

Staff Notes:

Staff time per meeting:  
Recording Secretary – 20-24 hours  
Public Works Director – 4 hours  
Staff Liaison (Ladd Vostry, Traffic Engineer) – 4 hours  
IMPACT Team Commander – 2 hours

Recordings: Meeting recorded. Action minutes produced.

Quorum: In the last 12 months four meetings have been scheduled. All 4 meetings had a quorum. This year the March meeting was canceled due to poor attendance, and July was canceled in advance due to typically low attendance.

Notes: Since the committee's inception, there have been only two major projects the committee has worked on (mainly due to the fact that we have an excellent Traffic Engineer, and there are not a lot of traffic issues/complaints that come up). The meeting schedule was changed some years ago from monthly to every other month due to the lack of Agenda items.

**Urban Renewal Authority**

Term: Five year terms  
Schedule: Meets 2<sup>nd</sup> Wednesday of month at 6:30 p.m.  
Membership: 7 voting members  
Vacancies: 2 voting members (Feb. 2015)  
Staff Notes: See attached memo from Community Development.

**Water and Sewer Board** – Required by Charter

Term: Six year terms  
Schedule: Meets 2<sup>nd</sup> Tuesday of month at 5:00 p.m.  
Membership: 9 voting members, 1 voting alternate member; Membership consists of the Mayor of the City, 2 Council members selected by City Council and 6 members appointed by Council. No vacancies  
Staff Notes: See attached memo from Utilities

**Attachments:**

**Community Development Memorandum – Board and Commission Inquiry**

**Utilities Memorandum – Water and Sewer Board Time Estimate**

**Englewood Municipal Charter – Board and Commissions**



# M E M O R A N D U M

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

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TO: Lindsay Von Colditz, Executive Assistant to the City Manager

FROM: Alan White, Community Development Director *AW*

DATE: October 28, 2014

SUBJECT: Board and Commission Inquiry

Below is the requested information for the various Boards and Commissions for which the Community Development Department provides staff support.

### **Alliance for Commerce in Englewood**

This is a nine-member board appointed by Council whose purpose is to advise Council on matters affecting the business community. The 2014 Budget for this board is \$1,000.

- Frequency of Meetings: Once per month
- Staff time to prepare for meetings, including providing notice, packet preparation, contact with members, meetings, and minute preparation: 12 hours/meeting for Admin personnel; 5 hours/meeting for ED Manager; 2 hours/meeting for Director
- Meeting Length: Generally 1.5 hours (Attended by Director, ED Manager, Recording Secretary)
- Meeting Recorded? Yes
- Minutes: Summary
- Scheduled Meetings during 2014/Meetings When Quorum Present: 12 scheduled meetings, 5 achieved quorum

### **Board of Adjustment and Appeals**

This is a seven-member board appointed by Council whose purpose is to hear variances to and appeals of administrative decisions concerning the Unified Development Code and appeals of determinations made under the International Building Codes. The Board is required under the City's Charter. The 2014 Budget for this board is \$1,068.

- Frequency of Meetings: Once per month
- Staff time to prepare for meetings, including providing notice, packet preparation, contact with members, meetings, and minute preparation: 9 hours/meeting for Planner(s); 4 hours/meeting for Admin personnel; .5 hour for Director

- Meeting length: Approximately 2 hours depending on number of cases (Attended by Planner(s) and Admin personnel)
- Meeting Recorded? Yes
- Minutes: Summary
- Scheduled Meetings during 2014/Meetings When Quorum Present: 3/3

### **Englewood Urban Renewal Authority**

This is a seven-member board appointed by Council whose purpose is to facilitate redevelopment which cures blight conditions in designated urban renewal areas in the City. The Authority was formed by ordinance as required under State statute and is a separate entity from the City. Under a cooperation agreement, the City provides meeting space and staff support at no cost to the Authority. The 2014 Budget for this board is \$990,400, which included the sale of EURA property. This has not occurred and the budget is approximately \$23,000.

- Frequency of Meetings: Once per month
- Staff time to prepare for meetings, including providing notice, packet preparation, contact with members, meetings, and minute preparation: 3.5 hours/meeting for Director; 12 hours/meeting for Admin personnel
- Meeting length: Two to three hours depending upon the agenda items (Attended by Director, Senior Planner, Admin personnel)
- Meeting Recorded? Yes
- Minutes: Summary
- Scheduled Meetings during 2014/Meetings When Quorum Present: 6/6

### **Keep Englewood Beautiful**

This is an 11 member board appointed by Council whose purpose is to enhance the environmental quality of life in Englewood. A local chapter of Keep America Beautiful (KAB) is required in order to be a member of KAB. Englewood is one of only three cities in the State whose local KAB organization is not a non-profit 501(c)(3). The 2014 Budget for this board is \$34,710.

- Frequency of Meetings: Once per month
- Staff time to prepare for meetings, including providing notice, packet preparation, contact with members, meetings, and minute preparation: 10 hours/meeting for Planner; 2 hours/meeting for Admin personnel
- Meeting length: Generally 2 hours (Attended by Planner. In addition, staff provides all-day support on the weekends for the Household Hazardous Waste Program and the Tire/Leaf Drop-off Program)
- Meeting Recorded? Yes
- Minutes: Summary
- Scheduled Meetings during 2014/Meetings When Quorum Present: 12/10

## **Planning and Zoning Commission**

This is a nine member commission appointed by Council whose purpose is to prepare and recommend for adoption a comprehensive plan, conduct hearings and make recommendations on rezonings and other land use applications, and recommend changes to the City's development regulations. The Commission is required under the City's Charter. The 2014 Budget for this commission is \$3,449.

- Frequency of Meetings: Twice per month
- Staff time to prepare for meetings, including providing notice, packet preparation, contact with members, meetings, and minute preparation: 12 hours/meeting for Admin personnel; 10 hours/meeting for Planner; 2 hours for Director
- Meeting length: One to three hours depending upon the agenda items (attended by Director, Senior Planner, Planner(s), Admin personnel)
- Meeting Recorded? Yes
- Minutes: Summary
- Scheduled Meetings during 2014/Meetings When Quorum Present: 19/19

## MEMORANDUM

TO: Lindsay Von Colditz, City Manager's Office

FROM: Cathy Burrage, Utilities Dept.

DATE: October 27, 2014

RE: Water and Sewer Board Time Estimate

The Englewood Water and Sewer Board meets the second Tuesday of every month at 5:00 p.m. The meetings last an average of 1 to 2 hours, depending on guests and agenda items. At every meeting, there is a recording secretary, the Director of Utilities and any managers that may be necessary to address specific issues.

The meetings are recorded on the Liberty recording system. The minutes are in an action item format, along with brief summaries of the issues. In the last twelve months, there have been ten meetings – one was cancelled due to lack of items and one was the annual Water Board Christmas dinner. All scheduled meetings had a quorum.

Time estimates for each board meeting would average out to about 15 to 20 hours per month, depending on guests (scheduled and unscheduled) and agenda items. This includes compiling background information, gathering contracts or agreements for resolutions or ordinances, preparing the agenda, distribution (some members request the agenda electronically, some want hard copies delivered) and preparing motion items for Council. Additional assistance is occasionally required for executive sessions where water law and strategies are discussed and there is a need for a second recording system.

### **53: General provisions.**

Unless otherwise required by law or this Charter, all Boards and Commissions shall be appointed by the Council and have such powers and perform such duties as are required by this Charter or by ordinance. Initial appointments by the Council shall specify the term of office of each individual in order to achieve overlapping tenure. All members shall be subject to removal by the appointing authority. The Council shall make appointments to fill vacancies for the unexpired terms. Each Board and Commission shall choose its own chairman and vice chairman from citizens-at-large members and operate in accordance with the rules of procedure as set forth by the appointing authority.

All regular meetings shall be open to the public.

The City Manager shall provide a recording secretary for each Board and Commission.

A book of records of each meeting shall be kept and placed in the office of the City Clerk for public inspection.

Reports shall be made to Council as the Council shall require.

**Chapter 13 TERM LIMITS FOR BOARDS AND COMMISSIONS**

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2-13-1: Term Limits for Boards and Commissions.

**2-13-1: Term Limits for Boards and Commissions.**

In order to broaden the opportunities for public service and guard against excessive concentrations of power, no appointed voting member of any Board or Commission in the City of Englewood shall hold any elected public office unless specifically designated by the Englewood City Charter. In the event an existing member of any Board or Commission is elected to public office, that member shall be required to resign their position. Each member of a Board or Commission will have the opportunity to serve up to three (3) 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 four-year (4) period.

*Editor's note—*

Title 2, Chapter 13, was passed by initiative November 1, 2011, and can only be revised, repealed or amended by electoral vote. Englewood Home Rule Charter, Article VI, Section 48.

## Chapter 11 ALLIANCE FOR COMMERCE IN ENGLEWOOD (ACE) <sup>171</sup>

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2-11-1: Purpose.

2-11-2: Composition and Membership.

2-11-3: Terms of Members.

2-11-4: Compensation.

2-11-5: Powers and Duties.

2-11-6: Appointment of Officers and Adoption of Rules.

### **2-11-1: Purpose.**

The Alliance for Commerce in Englewood (ACE) is established as an advisory group to the City Council, focused on the creation of an environment in which existing business can thrive and new business can prosper. The quality of life enjoyed by the residents of Englewood is directly impacted by the vitality of the business community. ACE will strengthen the Englewood community by supporting the business community that creates jobs, invests capital and adds to the energy of our local economy while maintaining our environment and lifestyle. ACE will link the City and the Englewood business community, fostering methods of successful interaction through improved communication, more efficient focus and overall enhancement of the local economy as well as providing a conduit for outreach to other organizations and a regional focus.

*(Ord. 06-4)*

### **2-11-2: Composition and Membership.**

ACE will be comprised of nine (9) members appointed by City Council.

Business ownership and/or management and commercial property ownership and/or management shall be a requirement for membership without regard to residency. A diverse group of representation is desirable and may come from retail, office and industrial sectors, including at least one member from the Greater Englewood Chamber of Commerce membership. The City Council shall make appointments to fill vacancies for unexpired terms. Council shall consider input as to potential appointees from staff, ACE and the Greater Englewood Chamber of Commerce.

*(Ord. 06-4; Ord. 10-45, § 1)*

### **2-11-3: Terms of Members.**

Initially the terms shall be as follows: two members shall be appointed to a term of one year; two members shall be appointed to a term of two years; and three members shall be appointed to a term of three years. Thereafter, members shall be appointed to overlapping terms of three years.

*(Ord. 06-4, § 1)*

### **2-11-4: Compensation.**

- A. The members of the ACE shall serve without compensation.
  - B. Reasonable expenses directly related to performing the duties of the ACE shall be allowed.
- (Ord. 06-4, § 1)

#### 2-11-5: Powers and Duties.

The Alliance for Commerce in Englewood (ACE) shall have the following powers and duties:

- A. Provide input or analysis on economic impacts on the business districts of the City.
- B. Review of City regulations and policies to provide input on regulatory impacts to the business community.
- C. Consider community issues for potential implementation in community development activities.
- D. Work collaboratively with City staff to obtain reasonable and creative problem solving for the betterment of the commercial interests in Englewood.
- E. In cooperation with the City, work to enhance the image of the business districts in the City through combined marketing programs and image enhancement campaigns.
- F. Assist the City in expanding outreach opportunities including work with other organizations and regional issues.

(Ord. 06-4, § 1)

#### 2-11-6: Appointment of Officers and Adoption of Rules.

- A. ACE shall organize, adopt administrative rules and procedures and elect from its members such officers as it shall deem necessary to accomplish its purposes. Officers of ACE shall be elected for one-year terms. No officer shall serve in the same capacity for more than two consecutive terms.
- B. The chairperson may appoint such standing or special subcommittees from the membership of ACE, as the Chairperson shall determine necessary or useful in carrying out its purposes and powers. The purpose, term and members of each subcommittee shall be determined by the Chairperson.

(Ord. 06-4, § 1)

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#### FOOTNOTE(S):

--- (7) ---

**Editor's note**— Ord. No. 06-4, adopted March 6, 2006, amended Chapter 11 to re-establish The Alliance for Commerce in Englewood. Previous provisions, created by Ord. 01-5, adopted February 20, 2001, contained a sunset provision calling for termination of the Commission after five years, unless renewed by Council ordinance. ([Back](#))

Englewood, Colorado, Code of Ordinances >> PART I - HOME RULE CHARTER >> ARTICLE VIII. -  
BOARDS AND COMMISSIONS >> PART III. BOARD OF ADJUSTMENT AND APPEALS >>

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**PART III. BOARD OF ADJUSTMENT AND APPEALS**

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59: Board created.

60: Powers and duties.

**59: Board created.**

Council shall establish by ordinance a Board of Adjustment and Appeals, consisting of seven (7) members appointed by Council, for overlapping terms of four (4) years. Members shall be qualified electors, residents of the City at least one (1) year immediately prior to the date of their appointment, and shall hold no other office or position in the City Administration. The recording secretary shall sign any documents or communications from the Board, "by order of the Board of Adjustment and Appeals".

*(Amended 5-5-1970; 11-5-1991)*

**60: Powers and duties.**

The Board shall keep minutes of its proceedings, show the vote taken, keep records of its examinations and other official actions. Every order, requirement, decision or determination of the Board shall be filed in the office of the City Clerk. The Board shall have power to hear and determine appeals from refusal of building permits; make special exceptions to the terms of the zoning regulations in harmony with their general purpose and intent; authorize variances from the strict application of regulations in such situations and subject to such limitations as may be set by ordinance. The findings and decisions of the Board shall be final, subject only to judicial review.

The Board shall exercise its authority in accordance with State Statutes, except as otherwise provided in this Charter.

## Chapter 14 BUDGET ADVISORY COMMITTEE

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### 2-14-1: Purpose.

### 2-14-2: Composition and Membership.

### 2-14-3: Terms of Members.

### 2-14-4: Compensation.

### 2-14-5: Powers and Duties.

### 2-14-6: Appointment of Officers and Adoption of Rules.

### 2-14-7: Sunset Provision.

#### **2-14-1: Purpose.**

The Budget Advisory Committee (BAC) is established by Council and the City Manager to advise the City on the development, implementation, and evaluation of the annual City Budget. Participation in Budget Advisory Committee is an opportunity not only to advise on the prioritization of how City tax dollars are spent, but also to advise policymakers in their decision-making process in an open and transparent process.

*(Ord. 16-13, § 1)*

#### **2-14-2: Composition and Membership.**

The Committee will be comprised of five (5) members appointed by City Council and a non-voting Council liaison.

*(Ord. 16-13, § 1)*

#### **2-14-3: Terms of Members.**

Members will be appointed to overlapping terms of three (3) years. The City Council shall make appointments to fill vacancies for unexpired terms.

*(Ord. 16-13, § 1)*

#### **2-14-4: Compensation.**

- A. The members of the Committee shall serve without compensation.
- B. Reasonable expenses directly related to performing the duties of the Committee shall be allowed.

*(Ord. 16-13, § 1)*

#### **2-14-5: Powers and Duties.**

The Budget Advisory Committee shall have the following powers and duties:

- A. The Committee shall meet at least once each month at a time to be established by the City Manager.
- B. At the start of each budget year the City Manager shall meet with the Budget Advisory Committee and shall review projections of major revenue sources.
- C. The City Manager shall work with the Budget Advisory Committee to establish budget guidelines for the coming year.
- D. Each department shall present its budget to the Revenue and Budget Manager, the Director of Finance and Administrative Services, the City Manager and Budget Advisory Committee. Said meetings shall be open to the public and recorded in the same manner as other boards and commissions.
- E. Annual capital improvement recommendations shall be made only by the Planning and Zoning Commission as required by the Englewood Home Rule Charter not the Budget Advisory Committee.
- F. Once the budgets have been reviewed and have incorporated requests for new programs and/or personnel authorized by the City Manager, the Budget Advisory Committee shall submit a written report of its findings and recommendations (BAC Report). The BAC Report shall be delivered to Council prior to the public hearing regarding the budget.

*(Ord. 16-13, § 1)*

#### **2-14-6: Appointment of Officers and Adoption of Rules.**

- A. The Committee shall organize, adopt administrative rules and procedures and elect from its members such officers as it shall deem necessary to accomplish its purposes. Officers of the Committee shall be elected for one-year (1) terms. No officer shall serve in the same capacity for more than two (2) consecutive terms.
- B. The chairperson may appoint such standing or special sub-committees from the membership of the Committee as the Committee shall determine necessary or useful in carrying out its purposes and powers. The purpose, term and members of each sub-committee shall be determined by the chairperson.

*(Ord. 16-13, § 1)*

#### **2-14-7: Sunset Provision.**

The Budget Advisory Committee and the provisions of Title 2, Chapter 14, shall terminate in three (3) years unless the Committee and the provisions of Title 2, Chapter 14, are renewed by Council ordinance.

*(Ord. 16-13, § 1)*

## Chapter 10 CODE ENFORCEMENT ADVISORY COMMITTEE

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### 2-10-1: Purpose.

### 2-10-2: Composition and Membership.

### 2-10-3: Terms of Members.

### 2-10-4: Compensation.

### 2-10-5: Powers and Duties.

### 2-10-6: Appointment of Officers and Adoption of Rules.

### 2-10-7: Reserved.

### **2-10-1: Purpose.**

The Code Enforcement Advisory Committee is established as a department advisory committee focused on the activities and services of code enforcement and regulatory processes of the Neighborhood Services section of the Police Department.

*(Code 1985, § 2-10-1; Ord. 08-5, § 3)*

### **2-10-2: Composition and Membership.**

The Committee will be comprised of seven members appointed by City Council, and three ex-officio staff members appointed by the City Manager and two Council liaison members.

*(Code 1985, § 2-10-2; Ord. 00-9)*

### **2-10-3: Terms of Members.**

Members will be appointed to overlapping terms of two years. The City Council shall make appointments to fill vacancies for unexpired terms.

*(Code 1985, § 2-10-3)*

### **2-10-4: Compensation.**

- A. The members of the Committee shall serve without compensation.
- B. Reasonable expenses directly related to performing the duties of the Committee shall be allowed.

*(Code 1985, § 2-10-4)*

### **2-10-5: Powers and Duties.**

The Code Enforcement Advisory Committee shall have the following powers and duties:

- A. Conduct a comprehensive review of Municipal ordinances intended to prevent or abate situations that are deemed detrimental to the health, safety and welfare of the

community as provided primarily in Title 15 of this Code. The Committee shall make recommendations to the City Council for the addition, deletion and revision of ordinances.

- B. Review the processes, procedures and administrative functions of the Neighborhood Services Division. Make recommendations to the City Manager or his/her designee for improvements.
- C. Establish enforcement priorities for City staff to follow to assure protection of the community utilizing the resources provided. Make recommendations to the City Manager or his/her designee for adjustments to City staff and other resources based on the needs of the community.
- D. Act as a conduit of communication between the City and the community, and gather and assess the information necessary to make sound recommendations to the City for service delivery.

*(Code 1985, § 2-10-5)*

#### **2-10-6: Appointment of Officers and Adoption of Rules.**

- A. The Committee shall organize, adopt administrative rules and procedures and elect from its members such officers as it shall deem necessary to accomplish its purposes. Officers of the Committee shall be elected for one-year terms. No officer shall serve in the same capacity for more than two consecutive terms.
- B. The chairperson may appoint such standing or special subcommittees from the membership of the Committee as the Committee shall determine necessary or useful in carrying out its purposes and powers. The purpose, term and members of each subcommittee shall be determined by the chairperson.

*(Code 1985, § 2-10-6)*

#### **2-10-7: Reserved.**

*Editor's note—*

Ord. No. 00-9, § 2, adopted March 6, 2000, repealed Section 2-10-7 in its entirety. Former Section 2-10-7 pertained to a sunset provision and derived from the Code of 1985, § 2-10-7.

## Chapter 9 CULTURAL ARTS COMMISSION

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2-9-1: Purpose.

2-9-2: Definitions.

2-9-3: Composition and Membership.

2-9-4: Terms of Members.

2-9-5: Compensation.

2-9-6: Powers and Duties.

2-9-7: Appointment of Officers and Adoption of Rules.

### 2-9-1: Purpose.

There is hereby created a Cultural Arts Commission. The purpose of this commission is to provide for ongoing systematic planning for the development of cultural arts activities within the City and to implement an Arts Plan.

*(Code 1985, § 2-9-1)*

### 2-9-2: Definitions.

When used in this title, the following words or phrases shall have the following meanings:

*Arts Community:* Persons who create art or who have served on arts organization boards, either advising or governing, or who are involved in arts education or arts administration and shall include representatives of businesses or other organizations with an interest in promoting the arts.

*Arts Plan:* The plan established by the Englewood Cultural Arts Commission for the City of Englewood.

*Commission:* The Englewood Cultural Arts Commission.

*(Code 1985, § 2-9-2)*

### 2-9-3: Composition and Membership.

The Cultural Arts Commission shall be composed of seven members, who shall be appointed by the City Council and shall serve for a period of three years. Commission members shall be drawn from active participants in various aspects of the arts community.

*(Code 1985, § 2-9-3)*

### 2-9-4: Terms of Members.

The term of office of the members first appointed to the Cultural Arts Commission shall be three members for a term of three years, two members for a term of two years, and two members for a term of one year. Thereafter, all subsequent appointments shall be for a term of three years.

*(Code 1985, § 2-9-4; Ord. 03-1)*

#### **2-9-5: Compensation.**

- A. The members of the commission shall serve without compensation.
- B. Reasonable expenses directly related to performing the duties of the commission shall be allowed.

*(Code 1985, § 2-9-5)*

#### **2-9-6: Powers and Duties.**

The Cultural Arts Commission shall have the following powers and duties:

- A. Set priorities for the implementation of the Arts Plan, including an annual review of the plan.
- B. Plan and coordinate the implementation of the Arts Plan in cooperation with the community.
- C. Promote access and support for a variety of cultural arts programs to all populations and sections of the City.
- D. Initiate, sponsor, or conduct, in cooperation with other public or private organizations, programs to further the development and public awareness of, and interest in, the cultural arts including, but not limited to, the goals and objectives of the Arts Plan.
- E. Apply for and accept gifts, grants, funds, contributions and bequests in furtherance of the purposes of this article from individuals and public and private entities, agencies, foundations, trusts, corporations and other organizations or institutions.
- F. The commission shall submit to City Council, no less than annually, a summary of activities and a progress report in addition to any other matters of concern to City Council.
- G. Such other powers and duties as are appropriate in carrying out the purposes of this Chapter and as set forth in reports or recommendations adopted by City Council.

*(Code 1985, § 2-9-6)*

#### **2-9-7: Appointment of Officers and Adoption of Rules.**

- A. The commission shall organize, adopt administrative rules and procedures and elect from its members such officers as it shall deem necessary to accomplish its purposes. Officers of the commission shall be elected for two-year terms.
- B. The chairperson may appoint such standing or special committees from the membership of the commission as the commission shall determine necessary or useful in carrying out its purposes and powers. The purpose, term and members of each committee shall be determined by the chairperson.

*(Code 1985, § 2-9-7; Ord. 03-1)*

## Chapter 1 ELECTION COMMISSION

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2-1-1: Commission Created.

2-1-2: Quorum.

### 2-1-1: Commission Created. [1]

The Election Commission shall consist of the City Clerk, who shall be a member ex officio of the commission, and four qualified electors of the City. No more than two members of the commission shall be from any one Council district of the City. The Commission shall elect a chairperson from its membership. Appointments of qualified elector members shall be made by the City Council in January of the year in which the appointment expires for a four year term to expire on February 1 four years hence.

*(Code 1985, § 2-1-1; Ord. 03-1)*

### 2-1-2: Quorum.

A simple majority of the duly appointed members of the commission shall constitute a quorum for the transaction of business. In the absence of a quorum, such members as are present may adjourn from time to time until a quorum is present.

*(Ord. 03-1)*

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#### FOOTNOTE(S):

— (1) —

See Title 1, Chapter 8 from Municipal election provisions. See also City Charter Article II § 11. ([Back](#))

## Chapter 6 FIREFIGHTERS' PENSION FUND AND PERMANENT DISABILITY BENEFITS <sup>[8]</sup>

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### 3-6-1: Firefighters' Pension Fund and Permanent Disability Benefits.

#### 3-6-1-1: Firefighters' Pension Fund.

#### 3-6-1-2: Supplemental Disability Benefits.

#### 3-6-1-3: Retirement Benefits.

#### 3-6-1-4: Volunteer Firefighters Pension Fund.

### **3-6-1: Firefighters' Pension Fund and Permanent Disability Benefits.**

#### **3-6-1-1: Firefighters' Pension Fund.**

Commencing on January 1, 1977, there shall be deducted from the monthly salary of plan members hired prior to April 8, 1978, of the Englewood Fire Division a sum equal to five percent (5%) of said member's monthly salary pursuant to part 4, article 30, title 31 C.R.S., 1973, which sum shall be deposited in the City's Firefighters' Pension Fund.

- A. The City shall make contributions annually to the Firefighters' Pension Fund at a rate determined by an actuarial study conducted at least every three (3) years. The resultant Annual Required Contribution will be paid from general revenues of the City into the Firefighters' Pension Fund.
- B. In addition to the powers and obligations imposed upon the Board of Trustees of the Englewood Firefighters' Pension Board, by article 30, title 31, C.R.S. 1973, said Board shall have all powers necessary to supervise and administer the terms of this Section.
- C. The Pension Fund and Pension Plan shall be administered by the Plan document adopted by City Council resolution. City Council may amend the Pension Fund and Pension Plan as required by the Board of Trustees.

*(Code 1985, § 3-8-1-1; Ord. 00-10, § 21; Ord. 61-12, § 1)*

#### **3-6-1-2: Supplemental Disability Benefits.**

- A. In order to supplement the income of any firefighter, who, as a result of injury or illness, receives an occupational or total disability from the Fire and Police Pension Association shall receive a monthly benefit paid from the "Self-Insurance Fund," defined in Title 4, Chapter 3, Section 7 of this Code, as determined in this Section.
- B. Any firefighter hired prior to April 8, 1978 receiving an occupational or total disability from the Fire and Police Pension Association shall receive twenty percent (20%) of the base salary plus longevity the firefighter was earning when the disability was awarded. The benefit payment shall be in addition to any benefits payable to the firefighter from the statutory Firefighters' Pension Fund.
- C. Any firefighter hired on or after April 8, 1978 receiving an occupational disability from the Fire

and Police Pension Association shall receive ten percent (10%) of the base salary plus longevity the firefighter was earning when the disability was awarded. The benefit payment shall be in addition to any benefits payable to the firefighter from the statutory Firefighters' Pension Fund.

- D. Any firefighter hired on or after April 8, 1978 receiving a total disability from the Fire and Police Pension Association shall receive twenty percent (20%) of the base salary plus longevity the firefighter was earning when the disability was awarded. The benefit payment shall be in addition to any benefits payable to the firefighter from the statutory Firefighters' Pension Fund.
- E. Benefits from this Section shall be reduced if a firefighter has earned any income other than that provided by a disability benefit, and if applicable, a Workers' Compensation award that provides a total income greater than an amount equal to one hundred percent (100%) of the base salary provided to an active firefighter retired, the disability benefit shall be reduced by twenty-five percent (25%) of the additional earned income.
- F. All benefits from this Section shall cease if the firefighter ceases to qualify for an occupational or total disability from the Fire and Police Pension Association.
- G. All benefits from this Section shall be suspended or cease if the firefighter fails to provide any information requested by the Police and Fire Supplemental Disability Board by the date indicated on the request.
- H. All benefits from this Section shall cease on the firefighter's normal retirement date.
- I. A Police and Fire Supplemental Disability Board shall be created and composed of two elected members from the firefighter ranks chosen by a majority of the Fire Department for a three (3) year term; two elected members from the police ranks chosen by a majority of the Police Department for a three (3) year term; one citizen board member from the Police Pension Board; one citizen board member from the Firefighters Pension Board; the Financial Services Director of the City of Englewood, and the Mayor of the City of Englewood. Five members shall constitute a quorum for conducting any board business. The Police and Fire Supplemental Disability Board is granted the authority to issue regulations not inconsistent with the terms of this Section, designed to carry out the purpose of this Section, and to hold hearings, take evidence, receive information, and to make final and binding decisions, awards and resolutions respecting the eligibility of applicants for initial and continued payment of Supplemental benefits.
- J. The Police and Fire Supplemental Disability Board shall elect a chairperson from its members to preside over meetings and conduct other Board business not inconsistent with the terms of this Section.
- K. The Police and Fire Supplemental Disability Board shall be required to meet only when application for benefits are made or as determined by the Chairperson of the Board.

*(Code 1985, § 3-8-1-2; Ord. 98-35; Ord. 00-10; Ord. 08-5, § 6)*

### **3-6-1-3: Retirement Benefits.**

Retirement benefits and qualifications for those benefits shall be provided in a separate plan which shall be adopted by ordinance.

*(Code 1985, § 3-8-1-3; Ord. No. 99-499; Ord. 00-10; Ord. No. 00-76)*

### **3-6-1-4: Volunteer Firefighters Pension Fund.**

- A. There is hereby created a special fund to be known as the Volunteer Firefighters Pension Fund for the purpose of paying statutory benefits to volunteer firefighters under conditions as provided by Title 31, Article 30, Part 4, C.R.S., 1973.

- B. Benefits for all volunteer firefighters retired before December 31, 1974, shall be expended from funds received from the State in the annual allotment provided in Title 31, Article 30, Part 4, C.R.S., 1973.
- C. Beginning January 1, 1975, the City shall make contributions to the Volunteer Firefighters Pension Fund as determined necessary to annually fund the pension benefit accumulations of the volunteers. The contribution shall be based on an actuarial study to be done at least every three (3) years. Pension benefits to volunteers retiring after January 1, 1975, will be paid from these contributions.

*(Ord. No. 99-49; Ord. 00-10; Ord. No. 00-76)*

*Editor's note—*

Ord. No. 00-76, adopted November 10, 2000, deleted § 3-6-1-4, leaving service prior to eligibility, and renumbered 3-6-1-5 as 3-6-1-4.

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**FOOTNOTE(S):**

*— (8) —*

*Editor's note— Ord. No. 00-10, § 23, adopted March 6, 2000, renumbered chapter 8, sections 3-8-1—3-8-1-5 as chapter 6, sections 3-6-1—3-6-1-5. ([Back](#))*

## Chapter 8 KEEP ENGLEWOOD BEAUTIFUL COMMISSION <sup>61</sup>

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2-8-1: Commission Established; Membership and Terms.

2-8-2: Organization and Meetings.

2-8-3: Powers and Duties.

### 2-8-1: Commission Established; Membership and Terms.

There is hereby established a Keep Englewood Beautiful Commission an affiliate of Keep America Beautiful, Inc. of the City of Englewood, to be of 15 persons to be appointed by the City Council.

All commission members will be appointed to overlapping terms of two years. The City Council shall make appointments to fill vacancies for unexpired terms.

*(Code 1985, § 2-8-1; Ord. 00-13)*

### 2-8-2: Organization and Meetings.

- A. In November of every year, the Keep Englewood Beautiful Commission shall select its chairperson and vice chairperson for a one-year term. The chairperson and vice chairperson shall be entitled to enter into all discussions of the commission and to vote on all questions before the commission. The chairperson shall be the presiding officer and shall have such other and further duties as may be designated by the rules and regulations of the commission. When the chairperson is absent, the vice chairperson shall serve as the presiding officer.
- B. A simple majority of the duly appointed members of the commission shall constitute a quorum for the transaction of business. In the absence of a quorum, such members as are present may adjourn from time to time until a quorum is present.

*(Code 1985, § 2-8-2; Ord. 00-13)*

### 2-8-3: Powers and Duties.

The Keep Englewood Beautiful Commission shall have the following powers and duties:

- A. Be advisory to the City Council in all matters pertaining to Keep America Beautiful, Inc.
- B. Act as a sounding board of the community and gather and assess the facts and data necessary to make sound recommendations to the City Council in providing Keep America Beautiful services. The commission, may form committees made up of commission members as well as citizens as needed, to research programs that call for extensive time and discussion. These committees will be advisory only to the commission.
- C. Adopt rules and regulations for the conduct of the commission meetings and duties of its officers and committees.
- D. At a minimum meet monthly.

- E. Develop programs and services that increase citizen commitment to and responsibility in issues relating to waste reduction, environmental protection and neighborhood beautification.

*(Code 1985, § 2-8-3; Ord. 00-13)*

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**FOOTNOTE(S):**

--- (6) ---

***Editor's note—*** Ord. No. 00-13, § 1, adopted April 3, 2000, amended the Title of Chapter 8 from "Keep America Beautiful Commission" to read as now set out. ([Back](#))

**Chapter 6 LOCAL LIQUOR AND MEDICAL MARIJUANA LICENSING AUTHORITY <sup>[5]</sup>**

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2-6-1: Licensing Authority Established.

**2-6-1: Licensing Authority Established.**

A. There is hereby established a Local Licensing Authority, which shall have and is vested with the authority to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, as provided by law, to suspend or revoke such licenses for cause in the manner provided by law. Such authority shall have all the powers of the Local Licensing Authority as set forth in Articles 46, 47 and 48 of Title 12, C.R.S. 1973.

See Title 5, Chapter 3, Article A of this Municipal Code for the organization, powers, functions and duties of the Local Licensing Authority.

B. There is hereby established a Local Licensing Authority to issue only the following Medical Marijuana Licenses upon payment of a fee and compliance with all Local Licensing requirements to be determined by the Local Licensing Authority as set forth in Article 43.3 of Title 12 C.R.S.:

1. A Medical Marijuana Center License;
2. A Medical Marijuana Optional Premises Cultivation Operation License;
3. A Medical Marijuana-Infused Products Manufacturer License.

(Code 1985, § 2-6-1; Ord. 11-27, § 5)

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**FOOTNOTE(S):**

-- (5) --

**Editor's note**— Ord. 11-27, § 5, adopted May 16, 2011, amended the title of Ch. 6 to read as herein set out. The former title was Local Liquor Licensing Authority. ([Back](#))

#### 4-3-9: Malley Center Trust Fund.

There is hereby established a special fund of the City known as the Malley Center Trust Fund, a Trust Fund for the use and benefit of the Englewood senior citizens recreation center known as the Elsie Malley Centennial Center.

- A. *Trustees Appointed.* Appointed as trustees of the Malley Center Trust Fund are the following:
1. One trustee to be appointed from the City Council who shall serve during tenure in office or a citizen of Englewood to be appointed to serve at Council's pleasure or for a term not to exceed two (2) years.
  2. One trustee to be appointed by City Council from the membership of the Englewood Parks and Recreation Commission who shall serve during tenure in office.
  3. Three (3) trustees to be appointed by City Council upon recommendation of Parks and Recreation Commission, which three (3) trustees shall have the following minimum qualifications:
    - a. Be a resident of the City.
    - b. Be over the age of fifty five (55).
    - c. Be active in the affairs of the Elsie Malley Centennial Center.

Terms of appointment for first trustees shall be for one, two (2) and three (3) years. The City Council shall designate which appointee is appointed for a one year, two (2) year or three (3) year term. Thereafter, trustees appointed by the City Council shall be appointed for three (3) year terms.

- B. *Trust Funds.* All gifts, donations, bequests, contributions and all investments thereof from whatever lawful sources, together with all accumulations, accruals, earnings and income with respect thereto delivered to the Malley Center Trust Fund shall be in trust for the use and benefit of the Elsie Malley Centennial Center in the Fund hereby established.
- C. *Management of the Trust Fund.*
1. The City shall manage the day-to-day investment policy of the Trust Fund.
  2. The trustees shall recommend to the City Council periodic appropriations from the Malley Center Trust Fund for the exclusive use and benefit of the Elsie Malley Centennial Center.
  3. Trustees, upon approval of the appropriations by the City Council and in accordance with standard administrative procedures of the City, may make distributions of income and corpus for the exclusive use and benefit of the Elsie Malley Centennial Center.
  4. The costs of servicing the fund shall be approved by City Council as an expense of the fund.
  5. The trustees shall have such other power as is necessary to carry out the purpose of the trust.
  6. The trust fund shall be managed in accordance with the applicable requirements of the Home Rule Charter, ordinances of the City and State Finance Law.
  7. The trust fund may be terminated by City Council; however, any funds in the trust fund shall be distributed exclusively for the purpose of the Elsie Malley

Centennial Center.

- D. *Contributions to the Malley Trust Fund to be Tax Deductible.* Gifts, donations, bequests and contributions to the Malley Center Trust Fund are made exclusively for the public purpose herein described and are considered tax deductible under the Internal Revenue Code and the laws of the State of Colorado.

*(Code 1985, § 4-3-9; Ord. 00-7, § 28)*

**Chapter 7 NON-EMERGENCY EMPLOYEES RETIREMENT BOARD**

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2-7-1: Retirement Board.

**2-7-1: Retirement Board.**

There is hereby established a Retirement Board for eligible, non-emergency, City employees, which board shall be called the Non-Emergency Employees Retirement Board (NEERB). Said board is to be organized and to have the powers, duties and functions as set out in Section 3-4-11 of the Englewood Municipal Code.

*(Code 1985, § 2-7-2; Ord. No. 00-7; Ord. 03-1)*

***Editor's note—***

Ord. No. 00-7, § 16, adopted Mar. 6, 2000, repealed § 2-7-1, which pertained to the Career Service Board and derived from the Code of 1985, § 2-7-1. Said ordinance further amended Chapter 7 by renumbering § 2-7-2 as § 2-7-1.

## Chapter 4 PARKS AND RECREATION COMMISSION

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### 2-4-1: Commission Established; Membership and Terms.

### 2-4-2: Organization and Meetings.

### 2-4-3: Powers and Duties.

#### **2-4-1: Commission Established; Membership and Terms.**

There is hereby established a commission of the City of Englewood, to be known as the Parks and Recreation Commission. The said commission shall consist of nine persons to be appointed by the City Council. two members shall be under the age of eighteen (18) years when appointed.

The City Council shall designate four members of the commission to serve until February 1, 1990, and three members to serve until February 1, 1992. The two additional members under the age of eighteen (18) years shall be appointed for terms to expire on June 1 in the following year. All members except those members under the age of eighteen (18) years, when appointed, shall be appointed for terms of four years. Current members of the commission shall not have their terms affected hereby.

*(Code 1985, § 2-4-1)*

#### **2-4-2: Organization and Meetings.**

- A. In March of every other year, the Parks and Recreation Commission shall select its chairperson and vice chairperson for two year terms. The chairperson and vice chairperson shall be entitled to enter into all discussions of the commission and to vote on all questions before the commission. The chairperson shall be the presiding officer and shall have such other and further duties as may be designated by the rules and regulations of the commission. When the chairperson is absent, the vice chairperson shall serve as the presiding officer.
- B. Four (4) members of the commission shall constitute a quorum for the transaction of business. In the absence of four members, such members as are present may adjourn from time to time until a quorum is present.

*(Code 1985, § 2-4-2)*

#### **2-4-3: Powers and Duties.**

The Parks and Recreation Commission shall have the following powers and duties:

- A. Advise City Council in all matters pertaining to recreation.
- B. Act as a sounding board of the community and gather and assess the facts and data necessary to make sound recommendations to the City Council in providing recreation services. The commission, with the approval of City Council, may form committees made up of commission members as well as citizens as needed to research programs that call for extensive time and discussion. These committees will be advisory only to

the Parks and Recreation Commission.

- C. Review the annual parks and recreation budget as submitted from the Department of Parks and Recreation to the City Manager and make recommendations to City Council if the commission deems necessary.
- D. Adopt rules and regulations for the conduct of the commission meetings and duties of its officers and committees.
- E. Meet monthly or as necessary.

*(Code 1985, § 2-4-3; Ord. 00-7; Ord. 03-1)*

**Chapter 5 PLANNING AND ZONING COMMISSION**

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2-5-1: Commission Established.

**2-5-1: Commission Established. [4]**

There is hereby established a City Planning and Zoning Commission consisting of nine members, appointed by the City Council, who shall be citizens-at-large with overlapping four year terms. The City Manager shall appoint an administrative officer to be an ex officio, nonvoting member of the commission. Citizen-at-large members shall be qualified electors, residents of the City at least one year immediately prior to the date of their appointment, and shall hold no paid office or position in the City administration. Citizen-at-large members of said City Planning and Zoning Commission shall be appointed for four year terms. All members of the City Planning and Zoning Commission shall be subject to removal by the appointing authority. The appointing authority shall make appointments to fill vacancies for the unexpired terms.

*(Code 1985, § 2-5-1; Ord. 03-1)*

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**FOOTNOTE(S):**

--- (4) ---

*City Charter Article VIII §§ 56, 57, 58. ([Back](#))*

**PART II. CITY PLANNING AND ZONING COMMISSION**

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56: Commission established.

57: Authority.

58: Duties.

**56: Commission established.**

The Council shall establish by ordinance a City Planning and Zoning Commission consisting of nine (9) members appointed by Council, who shall be citizens-at-large with overlapping four (4) year terms. The City Manager shall appoint an administrative officer to be an ex officio nonvoting member of the Commission. Members shall be qualified electors, residents of the City at least one (1) year immediately prior to the day of their appointment, and shall hold no paid office or position in the City Administration. The recording secretary shall sign any documents or communications from the Board, "by order of the City Planning and Zoning Commission".

*(Amended 5-5-1970, 11-6-1979)*

**57: Authority.**

The City Planning and Zoning Commission shall exercise such authority as vested in it by State Statutes, and as set forth in this Charter and as granted by ordinance.

**58: Duties.**

The City Planning and Zoning Commission shall prepare and submit to the Council for its approval a master plan, and current modifications thereof, for the physical development of the City. All plats of proposed subdivisions shall be submitted to the City Planning and Zoning Commission for its recommendations to Council with respect thereto. The Commission shall submit annually to the City Manager, not less than ninety days prior to the submission of the budget, a list of recommended capital improvements, arranged in order of preference, which in the opinion of the Commission are necessary or desirable to be constructed during the forthcoming five-year period.

It shall prepare and recommend to the Council, a comprehensive zoning ordinance or propose amendments or revisions thereto, with such provisions as the Commission shall deem necessary or desirable for the promotion of the health, safety, morals, and general welfare of the inhabitants of the City. The Commission shall hear applications for amendments, modifications or revisions of zoning ordinances, and shall forward such applications to the Council with its recommendations thereon. The recommendations of the Commission shall not be binding on the Council; however, no general city plan, nor zoning ordinance, nor any modification, amendment or revision thereof, shall be considered by the Council unless the same shall have been first submitted to the Commission for its examination and recommendation. The Commission shall conduct public hearings as they deem necessary.

## Chapter 5 POLICE OFFICERS' PENSION FUND <sup>[7]</sup>

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3-5-1: Fund Created.

3-5-2: Supplemental Disability Benefits.

3-5-3: Retirement Benefits.

Sec. 3-5-4. Police Pension Fund.

### 3-5-1: Fund Created.

- A. The City does hereby elect to continue to participate in the Police Pension Fund, in accordance with the provisions of title 31, article 30, part 3, C.R.S., 1973, save and except to the extent the provisions of this Section supersede any provisions of said statutes.
- B. The Pension Fund and Pension Plan shall be administered by the Plan document as adopted by the City Council by resolution and which may be amended as required by the Board of Trustees.

*(Code 1985, § 3-7-1; Ord. 00-10, § 21)*

### 3-5-2: Supplemental Disability Benefits.

- A. In order to supplement the income of any police officer, who, as a result of injury or illness, receives an occupational or total disability from the Fire and Police Pension Association shall receive a monthly benefit paid from the "Self-Insurance Fund," defined in Title 4, Chapter 3, Section 7 of this Code, as determined in this Section.
- B. Any police officer hired prior to April 8, 1978 receiving an occupational or total disability from the Fire and Police Pension Association shall receive twenty percent (20%) of the base salary plus longevity the police officer was earning when the disability was awarded. The benefit payment shall be in addition to any benefits payable to the police officer from the statutory Police Officers' Pension Fund.
- C. Any police officer hired on or after April 8, 1978 receiving an occupational disability from the Fire and Police Pension Association shall receive ten percent (10%) of the base salary plus longevity the police officer was earning when the disability was awarded. The benefit payment shall be in addition to any benefits payable to the police officer from the statutory Police Officers' Pension Fund.
- D. Any police officer hired on or after April 8, 1978 receiving a total disability from the Fire and Police Pension Association shall receive twenty percent (20%) of the base salary plus longevity the police officer was earning when the disability was awarded. The benefit payment shall be in addition to any benefits payable to the police officer from the statutory Police Officers' Pension Fund.
- E. Benefits from this section shall be reduced if a police officer has earned any income other than that provided by a disability benefit, and if applicable, a Workers' Compensation award that provides a total income greater than an amount equal to one hundred percent (100%) of the base salary provided to an active police officer of the same rank at which the police officer

retired, the disability benefit shall be reduced by twenty-five percent (25%) of the additional earned income.

- F. All benefits from this section shall cease if the police officer ceases to qualify for an occupational or total disability from the Fire and Police Pension Association.
- G. All benefits from this section shall be suspended or cease if the police officer fails to provide any information requested by the Police and Fire Supplemental Disability Board by the date indicated on the request.
- H. All benefits from this Section shall cease on the police officer's normal retirement date.
- I. A Police and Fire Supplemental Disability Board shall be created and composed of two elected members from the firefighter ranks chosen by a majority of the Fire Department for a three (3) year term; two elected members from the police ranks chosen by a majority of the Police Department for a three (3) year term; one citizen board member from the Police Pension Board; one citizen board member from the Firefighters Pension Board; the Financial Services Director of the City of Englewood, and the Mayor of the City of Englewood. Five members shall constitute a quorum for conducting any Board business. The Police and Fire Supplemental Disability Board is granted the authority to issue regulations not inconsistent with the terms of this section, designed to carry out the purpose of this Section, and to hold hearings, take evidence, receive information, and to make final and binding decisions, awards and resolutions respecting the eligibility of applicants for initial and continued payment of Supplemental benefits.
- J. The Police and Fire Supplemental Disability Board shall elect a chairperson from its members to preside over meetings and conduct other board business not inconsistent with the terms of this Section.
- K. The Police and Fire Supplemental Disability Board shall be required to meet only when application for benefits are made or as determined by the chairperson of the Board.

*(Code 1985, § 3-7-2; Ord. 98-34; Ord. 00-10; Ord. 08-5, § 6)*

### **3-5-3: Retirement Benefits.**

Retirement benefits and qualifications for those benefits shall be provided in a separate plan which shall be adopted by ordinance.

*(Code 1985, § 3-7-3; Ord. 99-48; Ord. 00-10; Ord. No. 00-76)*

*Editor's note—*

Ord. No. 00-76, adopted November 10, 2000, deleted § 3-5-4, leaving service prior to eligibility, and renumbered § 3-5-5 as 3-5-4.

### **Sec. 3-5-4. Police Pension Fund.**

In lieu of the provisions of Title 31, Article 30, Section 312, C.R.S., 1973, the Board of Trustees of the Policemen's Pension Fund of this Municipality shall be governed by the following provisions:

The Board of Trustees of the Policemen's Pension Fund in this Municipality shall have power to draw on such Pension Fund, from the treasurer of the Policemen's Pension Fund, and may invest the same, or any part thereof, in the name of the Board of Trustees of the Policemen's Pension Fund, in any security, bond, debenture, corporate obligation, stock, preferred or common, securities of any open-end or closed-end management-type investment company or investment trust and participations in common trust funds, to the extent that such investments would be authorized investments by fiduciaries within this State as set forth in title 15, article 1, part 3, C.R.S., 1973, or

any subsequent amendment thereto, providing that said Board shall at all times hold fixed income obligations having a book value or cost of not less than sixty percent (60%) of the total contributions made to said Policemen's Pension Fund, less the amounts paid out. All securities invested shall be deposited with the Treasurer of the City, as ex officio treasurer of the Board of Trustees of the Policemen's Pension Fund, and subject to the order of said Board.

*(Ord. No. 99-48, § 1, 9-7-99; Ord. 00-10, § 21)*

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**FOOTNOTE(S):**

— (7) —

**Editor's note**— Ord. No. 00-10, § 22, adopted March 6, 2000, renumbered chapter 7, sections 3-7-1—3-7-5 as chapter 5, sections 3-5-1—3-5-5. ([Back](#))

## Chapter 2 PUBLIC LIBRARY BOARD <sup>[2]</sup>

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2-2-1: Appointment and Terms.

2-2-2: Organization and Meetings.

2-2-3: Powers and Duties.

2-2-4: Reports to Council.

### **2-2-1: Appointment and Terms.**

The Public Library Board shall consist of nine members appointed by City Council from citizens-at-large with overlapping terms of four years.

The City Council shall make appointments to fill vacancies for the unexpired terms.

The City Manager shall appoint a member of the library staff to be an ex officio nonvoting member of the board.

*(Code 1985, § 2-2-1; Ord. 03-1)*

### **2-2-2: Organization and Meetings.**

The Public Library Board shall convene at least once in each calendar month for the transaction of such business as may regularly come before it. A record of each meeting shall be kept and placed in the office of the City Clerk for public inspection. All regular meetings of the board shall be open to the public.

A simple majority of the duly appointed members of the commission shall constitute a quorum for the transaction of business. In the absence of a quorum, such members as are present may adjourn from time to time until a quorum is present.

*(Code 1985, § 2-2-2; Ord. 03-1)*

### **2-2-3: Powers and Duties.**

The Public Library Board shall have the following powers, duties and obligations:

- A. To prepare and submit to the City Council a master plan for the development and maintenance of a modern library system.
- B. To recommend to the City Manager an annual capital expenditure budget for library purposes, and to assist the librarian in estimating anticipated revenues and the sums necessary to maintain and operate the library during the ensuing year.
- C. To cooperate with any public or private agency in obtaining space, facilities, property or library services, subject to the approval of the City Council.
- D. To recommend to the City Council the adoption of rules and regulations for the use of the library as the board may deem expedient.

- E. To make recommendations to the City Manager for supervision, care and custody of all property of the library, including rooms or buildings constructed, leased or set apart therefor.
- F. To advise the City Manager, when requested by him, in the selection of a librarian and such other library employees as may be deemed necessary.
- G. To advise the librarian in the administration of such gifts of money or property or trust as may be granted to and accepted by the City Council for library purposes.
- H. To assess the needs of the community and based thereon, to make recommendations to the City Manager and the City Council pertaining to general public policies relating to the operation of the library.

*(Code 1985, § 2-2-3)*

#### **2-2-4: Reports to Council.**

At the close of each year, the Public Library Board shall make a report through the City Manager, to the City Council showing the condition of its trust during the year, the sums of money expended, and the purposes of the expenditures; the number of books and periodicals on hand, the number added during the year, the number retired, the number loaned out, and such other statistics and information and such suggestions as the board may deem of public interest. A copy of the report shall be filed with the State Librarian.

*(Code 1985, § 2-2-4)*

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#### **FOOTNOTE(S):**

--- (2) ---

*City Charter Article VIII §§ 54, 55. [\(Back\)](#)*

**Chapter 12 TRANSPORTATION ADVISORY COMMITTEE <sup>[8]</sup>**

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2-12-1: Purpose.

2-12-2: Composition and Membership.

2-12-3: Terms of Members.

2-12-4: Compensation.

2-12-5: Powers and Duties.

2-12-6: Appointment of Officers and Adoption of Rules.

**2-12-1: Purpose.**

The Transportation Advisory Committee is established as an advisory committee focused on transportation issues in the City of Englewood. The Transportation Advisory Committee shall at all times seek to promote close cooperation between the City Council, other City boards and commissions, City departments, individuals, businesses, institutions and agencies concerned with transportation related activities to the end that all such groups within the City needs to be considered and coordinated in order to secure the greatest public welfare.

In all deliberations, the Committee shall try to recognize the relationship between transportation and economics, energy, safety, land use, neighborhood integrity, environmental quality and emergency response times; and shall consider transportation access to health care, employment, education, housing, business and commerce and recreational facilities.

*(Ord. 01-65)*

**2-12-2: Composition and Membership.**

The Committee will be comprised of five (5) members appointed by City Council, and three (3) ex-officio staff members appointed by the City Manager.

*(Ord. 01-65)*

**2-12-3: Terms of Members.**

Members will be appointed to overlapping terms of four (4) years. The City Council shall make appointments to fill vacancies for unexpired terms.

*(Ord. 01-65; Ord. 05-22)*

**2-12-4: Compensation.**

- A. The members of the Committee shall serve without compensation.
- B. Reasonable expenses directly related to performing the duties of the Committee shall be allowed.

*(Ord. 01-65)*

## 2-12-5: Powers and Duties.

The Transportation Advisory Committee shall have the following powers and duties:

- A. Act as a conduit of communication between the City and the community, and gather and assess the information necessary to make sound and consistent recommendations to the City for transportation studies, mitigation strategies and transportation improvements.
- B. Review, monitor and suggest recommendations for City transportation matters including, but not limited to: streets and highways, bus and rail service, provision for the needs of the mobility impaired, bicycle and pedestrian traffic; transportation system management and residential permit parking within the City.
- C. Make recommendations regarding the allocation of funds for capital expenditures related to roadway and transportation improvements.
- D. Review, monitor and recommend changes to municipal ordinances intended to prevent or abate situations that are deemed detrimental to the health, safety and welfare of the community as provided primarily in Title 11 of the Municipal Code. The Committee shall make recommendations to the City Council for the addition, deletion and revision of ordinances.
- E. Review, monitor and recommend changes to the City Transportation Element of the Comprehensive Plan, the City Transportation Action Plan and the Traffic Calming Policies and Procedures Manual.
- F. Review and suggest recommendations for placement and enforcement of warning, regulatory and guide signs on City streets.
- G. Perform such other duties as may be referred to the Transportation Advisory Committee by the City Council.

(Ord. 01-65)

## 2-12-6: Appointment of Officers and Adoption of Rules.

- A. The Committee shall organize, adopt administrative rules and procedures and elect from its members such officers as it shall deem necessary to accomplish its purposes. Officers of the Committee shall be elected for a two-year (2) term. No officer shall serve in the same capacity for more than two (2) consecutive terms.
- B. The Chairperson may appoint such standing or special sub-committees from the membership of the committee as the committee shall determine necessary or useful in carrying out its purposes and powers. The purpose, term and members of each sub-committee shall be determined by the Chairperson.

(Ord. 01-65; Ord. 05-22)

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### FOOTNOTE(S):

--- (8) ---

**Editor's note**— Ord. No. 01-65, adopted November 5, 2001, which creates the Transportation Advisory Committee, contains a sunset provision calling for termination of the committee after two years, unless renewed by Council ordinance. ([Back](#))

### Chapter 3 WATER AND SEWER BOARD

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2-3-1: Board Established.

2-3-2: Powers and Duties.

#### **2-3-1: Board Established. [3]**

There is hereby established a Water and Sewer Board consisting of the Mayor of the City, two Council Members selected by the City Council and six members appointed by the Council from qualified electors, serving six overlapping terms of six years. A representative from the City administration shall be appointed by the City Manager to serve as an ex officio, nonvoting member. Council Members on said board shall serve during their tenure as such Council Member. All members of the Water and Sewer Board shall be subject to removal by the Council. The Council shall make appointments to fill vacancies for the expired terms.

*(Code 1985, § 2-3-1; Ord. 03-1)*

#### **2-3-2: Powers and Duties.**

The Water and Sewer Board shall exercise such authority, and it shall have such powers and duties as are vested in it by the City Charter, and such other and further powers as may be delegated to it from time to time by ordinance or resolution.

A simple majority of the duly appointed members of the commission shall constitute a quorum for the transaction of business. In the absence of a quorum, such members as are present may adjourn from time to time until a quorum is present.

*(Code 1985, § 2-3-2; Ord. 03-1)*

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#### **FOOTNOTE(S):**

--- (3) ---

*City Charter Article VIII §§ 61, 62, 63. ([Back](#))*

**PART IV. WATER AND SEWER BOARD**

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61: Board created.

62: Planning.

63: Powers.

**61: Board created.**

The Council shall establish by ordinance a Water and Sewer Board. The Board shall consist of the Mayor of the City, two (2) councilmen selected by Council, and six (6) members appointed by the Council from qualified electors, serving six (6) overlapping terms of six (6) years. A representative from the City Administration shall be appointed by the City Manager to serve as an ex officio nonvoting member.

*(Amended 5-5-1970; 11-5-1991)*

**62: Planning.**

The Water and Sewer Board shall plan for the continued adequacy of the domestic water supply and system and sanitary sewer systems as indicated by the projected needs of the City. The Board, in cooperation with the City Manager, shall submit annually to Council a capital expenditure budget; such budget may provide for a contingency fund never to exceed two percent (2%) of the gross receipts of the domestic water and sanitary sewer systems for the previous year. Expenditures from said fund shall be upon authorization of the Water and Sewer Board.

*(Amended 11-2-1965)*

**63: Powers.**

The Water and Sewer Board shall have such powers as may be delegated to it by ordinance or resolution and shall have the power to protect the domestic water, water rights, and water supply of the City from injury and pollution and shall have the right and duty to exercise power over the stream or source from which such water is taken and with the approval of the City Council to initiate in the name of the City of Englewood and carry on all litigation necessary for the prevention of stream pollution of any and every type. The Water and Sewer Board shall determine the necessity for the purchase and acquisition of water rights for municipal supply and rights-of-way and lands in connection therewith. It being provided, however, that in the purchase of such water rights, lands in connection therewith may be purchased to acquire said rights either within or beyond the corporate limits of the City, and in such cases the water acquired by such purchase may be severed from the land for municipal use and such lands may be sold or otherwise disposed of as the Council may in its discretion deem proper and advisable.

*(Amended 11-2-1965)*

## **MEMORANDUM**

**TO:** Mayor Penn and Members of City Council  
**THROUGH:** Eric A. Keck, City Manager  
**FROM:** Lindsay von Colditz, Executive Assistant  
**DATE:** November 20, 2014  
**SUBJECT:** Board and Commission Reappointments

At the Study Session on Monday, November 24, 2014, City Council will be discussing 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 are the applications and summary sheets. If you have any questions, please let us know.

All Chairs have been contacted regarding the board and commission members who are reapplying for another term. Not all board and commission members have reapplied. Additionally, if a board or commission member seeking reappointment is the Chair, no recommendation is solicited from the Vice Chair or any other member.

If you need additional information, please feel free to contact our office.

**BOARD, COMMISSION AND AUTHORITY**  
**APPLICATION DEADLINE AND INTERVIEW SCHEDULE**

|                             |   |
|-----------------------------|---|
| Friday, November 7, 2014    | Application deadline for Board/Commission Members seeking <b>reappointment</b> .  |
| Thursday, November 13, 2014 | Deadline for information from Chairs concerning members seeking reappointment.  |
| Monday, November 17, 2014   | City Council discussion of Board/Commission Members seeking <b>reappointment</b> at a Study Session.  |
| Friday, January 2, 2015     | Deadline for applications for board/commission <b>new vacancies</b> and for current board/commission members who wish to serve on a new/different board, commission or authority.   |
| Monday, January 12, 2015    | Interviews with City Council for:<br>(1) new applications,<br>(2) current board/commission members seeking a new board/commission,<br>(3) and current board/commission members applying for their current board/commission that missed the November 7, 2014 deadline. |
| Monday, February 2, 2015    | All Board, Commission and Authority Members reappointed or appointed at the City Council Regular Meeting.   |