



**AGENDA FOR THE  
ENGLEWOOD CITY COUNCIL  
STUDY SESSION  
TUESDAY, SEPTEMBER 4, 2012**

- I. **Executive Session**  
At 6:00 p.m. in the City Council Conference Room, City Council will discuss negotiations (Martin Plastics, Flood property and Englewood High School) pursuant to C.R.S. 24-6-402-4(e).
- II. **Pot-bellied Pigs**  
At 7:00 p.m., Deputy City Manager Mike Flaherty will discuss the recommendation from the Code Enforcement Advisory Committee concerning pot-bellied pigs.
- III. **City Manager's Choice.**
  - A. MOU for animal control services.
- IV. **City Attorney's Choice.**



# Memorandum

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City Manager's Office

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

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

**DATE:** August 29, 2012

**SUBJECT:** Code Enforcement Advisory Committee – pet miniature (potbellied) pigs

The Code Enforcement Advisory committee (CEAC) approved by motion during their meeting on July 18, 2012 the following recommendations to City Council regarding pet miniature (potbellied) pigs. These recommendations are in response to a City Council 2011 request of the CEAC. The requested code amendments will be discussed during the Council Study Session on September 4, 2012. Members of the CEAC will be in attendance to answer questions.

1. Recommendation to amend Title 7, Section 1 (Animals and Fowl) of the Englewood Municipal Code in the following manner:

7-1C-1: - Definitions. (Add the following definition)

**Pet miniature pig: A potbellied or dwarf pig that at maturity will weigh no more than 130 pounds.**

7-1C-4: - Specific Livestock Prohibited. (Add language highlighted below)

It shall be unlawful for anyone within the City limits to keep, harbor or maintain cattle, horses, sheep, goats or swine on their premises. The only exceptions are those individuals having said animals prior to enactment of this Chapter, **and for keeping of pet miniature pigs, for which a permit from the City shall be required.**

2. Recommendation to direct staff to prepare a permit form for keeping of pet miniature pigs, based on the attached sample document.

c: Dan Brotzman, City Attorney  
Mark McKay, Police/Code Enforcement Supervisor

## **Memorandum of Understanding South Metro Denver Animal Shelter Options**

*WHEREAS*, the jurisdictions of City of Littleton, City of Centennial, City of Cherry Hills Village, City of Bow Mar, City of Columbine Valley, City of Sheridan, City of Englewood, City of Lone Tree, City of Parker, and Arapahoe County, all located in the south metro Denver region, (collectively “South Denver Metro Jurisdictions”) provide animal control (welfare) services that involve the impounding of animals;

*WHEREAS*, the South Denver Metro Jurisdictions promote responsible pet ownership, humane treatment of animals and provide animal sheltering service through the enforcement of their animal laws;

*WHEREAS*, the South Denver Metro Jurisdictions find animal control services should be provided in a fiscally responsible manner, including the sheltering of animals;

*WHEREAS*, there is no single full service animal shelter focused on the residents of the South Denver Metro Jurisdictions that provides adoption and other services like the Denver Dumb Friends League (DFL) in Denver, the Buddy Center in Castle Rock (affiliated with the DFL), the Foothills Animal Shelter in Golden for the west Denver metro area communities and the Aurora Animal Shelter in Aurora;

*WHEREAS*, the Humane Society of the South Platte Valley (“HSSPV”) initiated operations in 2009 with funding from the City of Littleton and Englewood and has grown to serve Arapahoe County and;

*WHEREAS*, although HSSPV has provided valuable full service adoption services since opening its doors, it has not demonstrated the ability to raise funds to cover the costs for adoption services and has grown more reliant upon contracts with participating local jurisdictions;

*WHEREAS*, there continues to be an unmet need for convenient adoption services in the South Denver Metro Jurisdictions that do not rely upon public dollars for day-to-day operations and services;

*WHEREAS*, the South Denver Metro Jurisdictions believe coordination efforts on a full service animal shelter should increase responsible pet ownership and live release rate of animals across all of our communities, while also improving cost efficiency and eliminating duplication of services;

*WHEREAS*, there is a willingness by the South Denver Metro Jurisdictions to explore the range of options available for animal sheltering services;

### *BE IT KNOWN THAT*

This Memorandum of Understanding documents this intent. The South Denver Metro Jurisdictions shall be defined as including the County of Arapahoe and the municipalities of Bow Mar, Centennial, Cherry Hills Village, Columbine Valley, Englewood, Littleton, Lone Tree, Parker, and Sheridan.

The [insert jurisdiction’s name] intends to participate in the exploration of animal sheltering options available to the South Denver Metro Jurisdictions.

An Animal Shelter Committee will be formed and the City of Littleton shall serve as the coordinating partner. The purpose of this committee will be advisory. It will explore potential service delivery models for animal sheltering, ranging from a regional full-service animal shelter to a combination of private kennels. It will gather animal statistics from each participating South Denver Metro Jurisdiction. This committee will be dissolved upon the presentation of the research on Animal Shelter options to the elected bodies of the South Denver Metro Jurisdictions, unless some or all of the members agree to continue coordinated efforts.

The common values around animal welfare are:

- promoting responsible pet ownership, humane treatment of animals and providing animal sheltering service in a fiscally responsible manner

In addition to actual service delivery options, the focus of South Denver Metro Jurisdictions coordination will encompass exploring the existing animal sheltering arrangements, including costs and impound animal statistics, by jurisdiction.

In signifying this intention and commitment, the **[insert jurisdiction's name]** pledges to:

- 1.
2. Designate one elected and staff representatives (and/or one alternate representative) to participate on the Animal Shelter committee, and ensure that the representatives attend regularly scheduled meetings of the Animal Shelter project and are active in the functioning of the Animal Shelter committee, subject to reasonable availability of elected or administrative personnel to serve as representatives.
3. Provide meeting space for the Animal Shelter committee meetings, as needed and subject to availability of space and available resources of the City/County.
4. Provide accurate animal welfare statistics from 2009 and through 2011, including, but not limited to, number of animals impounded on annual basis, costs incurred for these services, revenue generated from fees from owners who claimed impounded animals. This will serve as a base as to the current playing field from which some projections could be made. HSSPV's performance will be evaluated specifically, including, but not limited to, revenue by source over 2009, 2010 and 2011 and adopted 2012 budget.
5. Timeframe for the Animal Shelter Committee to complete its research and to have individual members present this information to their respective elected body will be three months from date of execution of this MOU by all South Denver Metro Jurisdictions.

The term of the MOU shall be through June 30, 2103. It may be extended for two one year periods.

Signing this Memorandum of Understanding does not signify a commitment to move beyond an exploration of animal shelter options or to fund a regional animal shelter should some members of the South Denver Metro Jurisdictions elect to move forward with such an option.

Any party may unilaterally terminate this Memorandum of Understanding for any or no reason with a 30 day written notice sent via regular mail or hand delivery to the representatives of the other South Denver Metro Jurisdictions.

*IN WITNESS WHEREOF*, indicates its support and intent:

**Organization:** \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2012

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