

CITY COUNCIL WORK SCHEDULE

June 15, 2024 (City Council Retreat) 11:00 am

1. Priority Based Budget
2. Rules of Procedure Discussion
3. Strategic Plan Discussion
4. PD Presentation

July 16, 2024, Business Meeting

1. Public Hearing - 2022 Appropriations (2nd Reading)

July 16, 2024, Liquor Authority

1. Edgewater Inn Modification of Premises

July 16, 2024, Work Session

1. Comprehensive Plan
2. 24th Ave Visioning
3. 2023 Appropriations
4. Code Review – Chapters 1, 2, 4, 6 & 10

August 20, 2024, Business Meeting

1. Comprehensive Plan (Adoption)
2. 2023 Appropriations (Ord. 1st Reading)
3. Code Review – Chapters 1, 2, 4, 6 & 10 (Ord. 1st Reading)

August 20, 2024, Work Schedule

1. Code Review – Chapters 7, 8, & 11

September 17, 2024, Business Meeting

1. Public Hearing - 2023 Appropriations (Ord. 2nd Reading)
2. Code Review – Chapters 7, 8, & 11 (Ord. 1st Reading)
3. Code Review – Chapters 1, 2, 4, 6 & 10 (Ord. 2nd Reading)

October 1, 2024, Business Meeting

1. Code Review – Chapters 7, 8, 10, & 11 (Ord. 2nd Reading)

Parking Lot:

January-June 2024

Judge Compensation

July-December 2024

- West Metro Fire Updates (Oct. 1st)
- Jeffco SWAT IGA
- Stadium Sale Funds
- Natural Health Regulation Update (Mushrooms)
- School District Meeting (possibly September)
- Affordable Housing (\$46,500)
- Sales Tax - SUTS Update
- Charter Committee
- Sustainability Policy Revisions
- PD – Updates/Review

Tentative 2024 City Council Meeting Schedule

<u>June</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>
6/4/24 Council Meeting	7/2/24 No Mtg.	8/6/24 No Mtg.	9/3/24 No Mtg.	10/1/24 Council Meeting	11/5/24 No Mtg.	12/3/24 Council Meeting
6/15/24 Council Retreat	7/16/24 Council Meeting	8/20/24 Council Meeting	9/17/24 Council Meeting	10/15/24 Council Meeting	11/19/24 Budget Workshop	12/17/24 Council Meeting
6/18/24 No Mtg.				10/29/24 Exec. Session		



**EDGEWATER CITY COUNCIL
BUSINESS MEETING AND WORK SESSION
HELD AT 1800 HARLAN STREET
EDGEWATER, CO 80214 AND
VIRTUALLY THROUGH
THE GOTO MEETING APP**

<https://meet.goto.com/665049109>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: [665-049-109](tel:+16467493122)

June 4, 2024

6:30 pm

****Requests for ADA accommodations (including American Sign Language interpretation or CART) can be made by emailing cityclerk@edgewaterco.com****

Notice: City Council packets are prepared several days prior to the meeting. Please be advised that items will be addressed and acted upon with little discussion. These items have usually been presented at a prior City Council workshop and may appear as part of a consent agenda.

3 or more other City Board or Commission members may attend this meeting

General public comments will be limited to **three minutes** each and must be pre-scheduled a minimum of 6 hours prior to the meeting by completing the form at the link below. Attendees present in the Council Chambers will have the opportunity to speak after all scheduled public comment requests have been heard.

Public Comment Registration can be found [here](#), or on the City's website.

Public Comments will be heard in the order in which the request was received.

City Council may or may not respond to your comments, but instead take your comments and suggestions under advisement and direct your questions to the appropriate person or department for follow-up.

The principal purpose of a Business Meeting is to consider and take formal action concerning matters that have come before the Council for formal action.

ITEM 1. BUSINESS MEETING CALL TO ORDER

ITEM 2. Roll Call

ITEM 3. Pledge of Allegiance

ITEM 4. Consent Agenda

1. Agenda
2. Minutes – May 21, 2024

ITEM 5. Public Comment

ITEM 6. Communications from the City Manager, and Staff

ITEM 7. Communication from Boards, Commissions and Membership Organizations

ITEM 8. Presentations

ITEM 9. Resolution 2024-09

Discussion and Possible Action on Resolution 2024-09, A RESOLUTION ADOPTING THE 2024 CITY OF EDGEWATER URBAN FOREST MASTER PLAN

ITEM 10. Ordinance 2024-05

Discussion and Possible Action on the First Reading of Ordinance 2024-05, AN ORDINANCE APPROPRIATING FUNDS FROM THE GENERAL FUND, TRASH UTILITY FUND, CAPITAL EQUIPMENT FUND AND CAPITAL IMPROVEMENTS FUND FOR PURPOSES OF ADJUSTING THE 2022 BUDGET

ITEM 11. General Business

1. ERA re-appointment – Nicole Lang

ITEM 12. Public Comment

ITEM 13. Mayor and Council Comments

ITEM 14. Discussion of Upcoming Agendas

ITEM 15. BUSINESS MEETING ADJOURNMENT

ITEM 16. WORK SESSION CALL TO ORDER

ITEM 17. General Business

1. Foothills Animal Shelter IGA

ITEM 18. Mayor and Council Comments

ITEM 19. WORK SESSION ADJOURNMENT

**EDGEWATER CITY COUNCIL
BUSINESS MEETING & WORK SESSION
MINUTES
May 7, 2024**

ITEM 1. BUSINESS MEETING CALL TO ORDER

Mayor Conklin called the Business Meeting to order at 6:30pm

ITEM 2. Roll Call

Present: Mayor, Steve Conklin, Council Member Bill Berg, Council Member Joie Iten, Council Member, Lilly Steirer, Council Member, Kali Janda, and Council Member, Mercedes Valdez.

Absent: Council Member John Thomsen,

Also Present: City Manager, Dan Maples, Deputy City Manager/Community Development Director, Jocelyn Mills, Sustainability Coordinator, Shaima Shahbaz, Community Services Director, Kit Lammers, Parks and Recreation Director, Amber Magee, Finance Director, Ariany Young, Police Chief, Eric Sonstegard, and City Attorney, Carmen Beery (attended virtually).

ITEM 3. Pledge of Allegiance

ITEM 4. Consent Agenda

1. Agenda
2. Minutes – May 7, 2024

Council Member Janda made a motion to approve the Consent Agenda as presented. Seconded by Council Member Valdez and passed unanimously.

ITEM 5. Public Comment

None

ITEM 6. Communications from the City Manager, and Staff

Deputy City Manager/Community Development Director, Jocelyn Mills, introduced the City's new Sustainability Coordinator, Shaima Shahbaz. Shaima has a master's degree in urban planning from CU Denver, as well as a lot of professional background projects and program management focused around sustainability.

Edgewater received a DRCOG grant to host an Urban Land Use Institute technical advisory panel. That event will be next Wednesday and Thursday. This will be a group of experts from ULI and they will provide us with some guidance and high level suggestions for the future of 2401 Sheridan Blvd., as well as the entire Sheridan Blvd. corridor.

Community Services Director, Kit Lammers gave a brief update on the progress of the 25th Ave. Streetscape project. There has been a bit of a delay due to the weather but overall they have been making a lot of progress. A lot of the pavers have been installed and should be complete this week. Also have a lot of drainage improvements that are going in. Hoping to get to paving the road next week.

Parks and Recreation Director, Amber Magee gave a brief update on the Citizen's Park project. They are on track to be finished with the North side of the facility at the end of this month. It will be usable for youth baseball and softball rentals by the beginning of June. They will be having a grand reopening of the park on June 15th from 9:00 am – 1:00 pm. to include reopening of the field, memorial tree plantings for Arbor Day, and food and games.

ITEM 7. Communication from Boards, Commissions and Membership Organizations

Mayor Conklin mentioned that he will serve another year as past Chair for DRCOG, meaning Edgewater will have a representative on the DRCOG board for a sixth year. DRCOG had a legislative recap. Metro Mayors Caucus will meet the first week of June. Wheat Ridge hosted the Jefferson County Mayor's luncheon. Wanted to mention this Thursday is one year since community member Al Schuppert passed away. Jefferson High School will pay tribute to Al Schuppert, in the shop area of the High School. Al was a Jefferson High graduate, went on to become a mechanic for the US Postal Service and was a wonderful member of the community.

ITEM 8. Presentations

1. Pride Proclamation

Council Member Janda and Mayor Conklin read the Pride Proclamation, dedicating the month of June as Pride month in the City of Edgewater. Many members of Edgewater Pride were present, and some spoke of the importance of the inclusion of all community members and shared their feelings of acceptance living in Edgewater and recognized Edgewater as a "safe place".

2. Jeffco Love My Air Program

Jim Rada, Jefferson County Environmental Health Services Division Director and Madison Pitts, Jefferson County Environmental Health Supervisor and Project Manager of the Love My Air Program, gave a presentation on the Jefferson County Love My Air Program. This program is framed around four pillars, or what they refer to as the four “E’s”. First is an expansion of the Denver Love My Air program, second is Engagement of community partners and community members, third is education of community members about air pollution and how it’s monitored and last is the empowerment of community members and organizations to use the information produced in this program.

ITEM 9. Resolution 2024-08

Council Member Steirer made a motion to approve Resolution 2024-08, A RESOLUTION APPOINTING GINA HICKMAN AS THE INTERIM PRESIDING MUNICIPAL COURT JUDGE AND APPROVING THE ASSOCIATED JUDICIAL SERVICES AGREEMENT, as presented. Seconded by Council Member Gay Keao and passed unanimously.

ITEM 10. General Business

1. Planning and Zoning Rules of Procedure
2. Board of Adjustment and Appeals Rules of Procedure

Council Member Iten made a motion to table both items and refer the Rules of Procedure back to each board with a request that they consider the issue of virtual attendance. Seconded by Council Member Gay Keao and passed unanimously.

ITEM 11. Public Comment

None

ITEM 12. Mayor and Council Comments

Council Member Berg thanked neighbors for their moving testimonials in regard to the Pride Proclamation.

Council Member Iten mentioned that the construction crew on 25th Ave. continued to work in the rain. The area looks amazing. Thanked Kit for his hard work on that project. Citizen’s Park looks great. So proud of Edgewater for the Pride Proclamation. Thanked everyone involved with the Love My Air presentation.

Council Member Steirer remembered in the middle of a pandemic, Edgewater had their very first pride parade. She can remember her family getting on their bikes and riding in the parade. She

loves seeing the evolution of where the Pride Parade has come and is going. Being the first year for a Pride Month proclamation, she is thrilled that Edgewater is at this stage and can't wait to see the evolution as it continues to grow. Thanked Shaima for attending tonight and for coordinating the Love My Air meetings. Congratulated Judge Hickman, excited to have her on board.

Council Member Janda also congratulated Judge Hickman, is excited to have her on board and looks forward to working with her in the future. Thanked staff for their updates. It was nice to meet Shaima tonight. Stated she is so proud and honored to be present tonight and for being included in the reading of the Pride Proclamation. She feels so lucky to be able to be herself in this community and raise her family here. Thanked the Edgewater Pride group for doing the Pride Parade the past five years.

Council Member Gay Keao stated the origins of Pride in this community are so beautiful and so exemplary of what so many community members love so much about Edgewater. Knowing that she can raise her daughter in a community that is embracing whoever she decides to be and whoever she is in her heart, is huge. Her family participated in the Pride Parade last year and said she was happy to participate as a community member, so proud as a Council Member, but as a mother, it was everything. Thanked Council Member Janda for everything she has done to build so much in this community that is already so special and so loved by so many people. Welcomed Judge Hickman in her new role of Interim Presiding Municipal Judge. Gave belated comments from the last meeting. Appreciation to Council Member Janda on her one year anniversary. She is super proud to have her a part of Council. Gave appreciation to City Clerk, Lenore Pedroza, stated she is a national treasure. They do not see so much of the work that the Clerk does, but she is appreciated, always. Had so much fun at the Ring in Spring event and heard many wonderful things about that event, some being that it was not religiously connected. Expressed her appreciation to Ariany and the Finance staff for getting the City caught up so quickly on the audits.

Council Member Valdez mentioned a resident who reached out to Council and wanted to know if they would be address the issues published in a local newsletter. She wanted to let that resident know that she has been talking with the City Manager and is doing research on the issues and that they are being heard but there is a lot going on behind the scenes to get answers. She mentioned the Colorado Peace Officer Standards and Training website to research any officer in the State if anyone has concerns about an Edgewater officer. She feels the City has been going in the right direction. Welcomed Judge Hickman and Shaima, the Sustainability Coordinator.

Mayor Conklin also spoke on the anonymous post on Nextdoor that made a lot of claims against the City of Edgewater and its staff. It is difficult to know who to respond to when they post anonymously. There are a lot of unseen efforts being worked through, trying to figure out how to have good conversations on hot topics. Mentioned he had four separate conversations,

related to safety, that can all be tied together. One was someone who was spooked because somebody was on their porch looking under the door mat, milk box, believed to be looking for a key to the house. For the sake of safety, please be cautious on where you put that spare key. Another conversation was with someone who had a wonderful conversation with Edgewater Police Department regarding someone lurking around their house and opening their screen door. They call JeffCo, stated the call was a nonemergency call and shortly after, an Officer showed up. This homeowner felt listened to, responded to and safer because of EPD. As he was having lunch at a local restaurant, someone was asking questions about Edgewater. The gentleman lives in Edgewater for 15 years, loved his house on Lamar St. loved the community but moved away about five years ago. This was his first time back and had wonderful memories of living in Edgewater. Last week, Jeffco Economic Development Authority met and there was a representative from Xcel Energy there who talked a bit about what happened during the last windstorm, where they turned off power in various areas. He did say this may be the new model that Xcel will use in cases where there is extreme wind expected and danger of fires and offer a 72 hour notice when power is going to be shut off.

ITEM 13. Discussion of Upcoming Agendas

ITEM 14. BUSINESS MEETING ADJOURNMENT

Mayor Conklin adjourned the Business Meeting at 7:55 pm

ITEM 15. WORK SESSION CALL TO ORDER 8:03 pm

ITEM 16. General Business 8:04 pm

1. School Traffic Presentation 8:04 pm
2. Revenue Discussion 8:52 pm
3. 2022 Appropriations 9:45 pm

ITEM 17. Mayor and Council Comments 9:56 pm

ITEM 18. WORK SESSION ADJOURNMENT 9:57 pm



City Council Agenda Item Form

Agenda Item Number:	Item 9
Title:	Urban Forest Master Plan Adoption
Agenda Date:	<input type="checkbox"/> City Council Workshop: <input checked="" type="checkbox"/> City Council Business Meeting:
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member: Jocelyn Mills
Staff Contact:	Name: Shaima Shahbaz Email: sshahbaz@edgewaterco.com Phone: (720) 763-3052
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input checked="" type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other:
Topic Description:	Over the last year Edgewater developed its first Urban Forest Master Plan. Presenters will touch on the community engagement process, available data, the plan’s vision, goals, recommendations, and actions, and how to measure progress throughout the forthcoming implementation process.
Plan Alignment:	<input type="checkbox"/> Council Strategic Plan <input checked="" type="checkbox"/> Comprehensive Plan <input checked="" type="checkbox"/> Parks and Recreation Master Plan <input type="checkbox"/> Sheridan Boulevard Multimodal Corridor Plan <input checked="" type="checkbox"/> Sustainability Plan <input type="checkbox"/> Traffic Calming and Mobility Plan <input checked="" type="checkbox"/> Walker Branch Master Plan <input type="checkbox"/> Other:
Financial Impact:	0
History/ Background:	In early 2023, the City of Edgewater initiated the plan development process for Edgewater’s first Urban Forest Master Plan. The Sustainability board put out an RFP and interviewed candidates to manage the process. After hiring the firm of their choice, a series of

	<p>community meetings and engagement opportunities were conducted throughout the summer and fall of 2023. These culminated in a set of recommendations for how to best preserve, maintain, improve, and increase Edgewater’s urban forest. The recommendations draw from nationally recognized best practices in urban forestry and range in nature from improving individual tree care and strengthening policies to protect trees, to utilizing a data-driven approach in management practices and developing a multi-year tree planting strategy. The recommendations strive to cultivate better stewardship of Edgewater’s urban forest in an environmentally sustainable and regionally collaborative way.</p>
<p>Staff Analysis/Information:</p>	<p>Final draft recommendations were presented to Edgewater’s Sustainability Board on April 23rd. The most current version of the plan at the time was made available to the Board (and Tree Commission that exists within it) for their feedback.</p> <p>Main concerns cited included:</p> <ul style="list-style-type: none"> - The need for more specific articulation of where funding for implementation should and will come from - A lack of sense of urgency and enforcement power - A need for more numerically specific benchmarks - The magnitude of the document <p>At the same time, the Sustainability Board acknowledged the draft’s very professional and aesthetically pleasing format and that the recommendations were:</p> <ul style="list-style-type: none"> - Clear and informative - Helpful in bringing attention to urban forest management gaps and areas of opportunity - Communicating important data to the City and residents <p>In response to the concern about the accessibility of the plan’s content given the document’s magnitude, an additional summary document was provided that provides a high-level overview of the plan’s framework and recommendations.</p> <p>Ultimately, on May 28th the Sustainability Board motioned and voted 4 out of 4 present (with one board member not present) to recommend the plan for adoption to City Council.</p>

Attachments:

Please find related documents on Envision Edgewater’s [Urban Forest Master Plan project page](https://envisionedgewaterco.com/urban-forestry-management-plan): <https://envisionedgewaterco.com/urban-forestry-management-plan>

- In the Documents section, click on:
 - Edgewater UFMP – Final Draft May 2024.pdf
 - Edgewater UFMP Final Draft Summary May 2024.pdf

CITY OF EDGEWATER
RESOLUTION NO. 2024-09
SERIES 2024

A RESOLUTION ADOPTING THE 2024 CITY OF EDGEWATER URBAN FOREST MASTER PLAN

WHEREAS, pursuant to its home rule authority and general police power to promote and protect the public health, safety and welfare, the City of Edgewater (“City”) possesses the authority to foster and regulate the planting, maintenance and care of trees within the City; and

WHEREAS, the Edgewater City Council (“Council”) finds that the City’s urban forest provides essential environmental, economic, and social benefits that support the quality of life for the Edgewater community; and

WHEREAS, in recognition of the importance of this valuable natural resource, in 2023, the City began the process of developing the City’s first comprehensive Urban Forest Master Plan (the “Plan”); and

WHEREAS, the Plan was developed through a robust public process that included many public meetings, a public survey, photo contest and public feedback period; and

WHEREAS, the resulting Plan document provides a framework to develop a healthy, resilient, and sustainable urban forest by proactively managing, preserving, caring for, and growing the City’s trees; and

WHEREAS, the Plan also provides recommendations and actions to manage the urban forest as a sustainable community asset; and

WHEREAS, the Council finds that the Plan aligns with the Council’s Strategic Priority 3: Sustainability and Resilience and Priority 6: Community Experience; and

WHEREAS, the Council therefore desires to adopt and approve the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGEWATER, COLORADO, THAT:

The 2024 City of Edgewater Urban Forest Master Plan is hereby approved and adopted.

INTRODUCED, READ AND ADOPTED this 4th day of June, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC
City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney



City Council Agenda Item Form

Agenda Item Number:	Item 10
Title:	2022 Appropriations Ordinance
Agenda Date:	<input checked="" type="checkbox"/> City Council Workshop: 5/16/24 <input checked="" type="checkbox"/> City Council Business Meeting: 6/4/24
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member:
Staff Contact:	Name: Dan Maples/ Jocelyn Mills Email: dmaples@edgewaterco.com Phone: 720-763-3012
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input checked="" type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other:
Topic Description:	First reading of 2022 Appropriations Ordinance.
Plan Alignment:	<input type="checkbox"/> Council Strategic Plan <input type="checkbox"/> Comprehensive Plan <input type="checkbox"/> Parks and Recreation Master Plan <input type="checkbox"/> Sheridan Boulevard Multimodal Corridor Plan <input type="checkbox"/> Sustainability Plan <input type="checkbox"/> Traffic Calming and Mobility Plan <input type="checkbox"/> Walker Branch Master Plan <input type="checkbox"/> Other: Charter:
Financial Impact:	No additional costs at this time.
Staff Impact:	No additional staff impacts at this time.
History/ Background:	As staff work to get caught up on past years audits, we need to finalize the financials for past years. In order to finalize the financials we need to complete the end-of-year appropriations. This appropriation process aligns the budget with expenditures from within that year.
Staff Analysis/Information:	The appropriations in this ordinance are for the calendar year 2022. The appropriations are funds that have already been spent within 2022. Typically, staff will ask for these appropriations following the close of the year. 2022 appropriations are being done now as we are closing the financials for 2022 in preparation for the 2022 Audit process. A Public Hearing for this Ordinance is scheduled for July 16, 2024.

Attachments:

1. Memorandum: 2022 Appropriations



OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: MAYOR CONKLIN AND CITY COUNCIL

FROM: DAN MAPLES, CITY MANAGER
ARIANY YOUNG, FINANCE DIRECTOR

SUBJECT: 2022 APPROPRIATIONS

DATE: 5/16/24

Staff need to complete the annual appropriations for the calendar year 2022 to close out the financial statements. Appropriations amend the budget to align with actual costs from that calendar year. These funds have already been spent and accounted for in both the 2023 and 2024 budgets. Below is a list of the appropriations needed to align the budget with approved expenditures from 2022.

Department	Account Number	2022 Budget	Appropriation	New Budget	Explanation
Public Works	01-0600-63951	\$20,000	\$28,000	\$48,000	Winter storm related expenditures.
Trash Utility	53-5300-64930	\$273,285	\$25,000	\$298,285	High operating cost due to increased customers.
Capital Equipment	04-0000-64720	\$49,990	\$83,000	\$132,990	2 Electric cars budgeted and ordered in 2021 were received and paid for in 2022.
Capital Improvements	03-0000-64700	\$656,927	\$4,000,000	\$4,656,927	Traffic Calming project contracted for in 2021 but completed and paid for in 2022. Includes three traffic circles, wide sidewalks and median.

CITY OF EDGEWATER
ORDINANCE NO. 2024-05
SERIES OF 2024

AN ORDINANCE APPROPRIATING FUNDS FROM THE GENERAL FUND, TRASH UTILITY FUND, CAPITAL EQUIPMENT FUND AND CAPITAL IMPROVEMENTS FUND FOR PURPOSES OF ADJUSTING THE 2022 BUDGET

WHEREAS, pursuant to section 12.12 of the City of Edgewater Home Rule Charter, appropriations in addition to those contained in the City’s budget may be made by ordinance, after a public hearing thereon, if there is available a sufficient surplus or unencumbered monies available to meet such appropriation; and

WHEREAS, City staff are in the process of completing prior budget year reconciliations and referring the same to auditors and, in association therewith, are closing out the 2022 City budget; and

WHEREAS, Staff has determined that four (4) supplemental appropriations are needed for the 2022 budget year for the budget to accurately reflect the actual expenditures made during said year; and

WHEREAS, in approving the supplemental appropriations for the 2022 budget year, the City Council finds that it is memorializing and affirming expenditures previously made; and

WHEREAS, after public hearing, the City Council has determined that, in 2022, there was available a surplus in the budget sufficient to meet the appropriations set forth in this ordinance; and

WHEREAS, pursuant to the City of Edgewater Charter, every act of the City Council making an appropriation shall be by Ordinance.

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

Section 1. For budget year 2022, within the General Fund Budget, the following supplemental appropriations are made: The amount of Twenty-Eight Thousand Dollars (\$28,000) is hereby appropriated from the General Fund for the purpose of funding winter storm-related expenditures. The amount of Twenty-Five Thousand Dollars (\$25,000) is hereby appropriated from the Trash Utility Fund to fund higher than anticipated trash utility expenses caused by an increase in customers. The amount of Eighty-Three Thousand Dollars (\$83,000) is hereby appropriated from the Capital Equipment Fund to purchase two (2) electric cars budgeted and ordered in 2021 and paid for in 2022. The amount of Four Million Dollars (\$4,000,000) is hereby appropriated from the Capital Improvements Fund to complete payment for the Traffic Calming project contracted for in 2021 and completed and paid for in 2022, including three traffic circles, widened sidewalks and median improvements.

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 4. Safety Clause. The City Council hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the City, that it is promulgated for the health, safety, and welfare of the public, that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare, and that this ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. Effective Date. This ordinance shall become effective five (5) days after publication following final passage.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this 4th day of June, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC
City Clerk

PASSED AND ADOPTED ON SECOND READING AND ORDERED PUBLISHED this 16th day of July, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC
City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney



City Council Agenda Item Form

Agenda Item Number:	Item 11
Title:	ERA Re-Appointment: Nichole Lang
Agenda Date:	<input type="checkbox"/> City Council Workshop: <input checked="" type="checkbox"/> City Council Business Meeting: June 4, 2024
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member: Dan Maples
Staff Contact:	Name: Dan Maples Email: dmaples@edgewaterco.com Phone: 720-763-3012
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Other:
Topic Description:	Approval of one re-appointment to ERA.
Plan Alignment:	<input type="checkbox"/> Council Strategic Plan <input type="checkbox"/> Comprehensive Plan <input type="checkbox"/> Parks and Recreation Master Plan <input type="checkbox"/> Sheridan Boulevard Multimodal Corridor Plan <input type="checkbox"/> Sustainability Plan <input type="checkbox"/> Traffic Calming and Mobility Plan <input type="checkbox"/> Walker Branch Master Plan <input type="checkbox"/> Other:
Financial Impact:	No additional financial impacts.
History/ Background:	Per Colorado State Statutes Section 31-25-104 Urban renewal authority, all Edgewater Redevelopment Authority appointments need to be approved by the governing body of the municipality.
Staff Analysis/Information:	None.

Attachments:

1. Appointment Application
2. Minutes from ERA making recommendation.



APPLICATION FOR APPOINTMENT TO THE CITY BOARDS AND COMMISSIONS/OTHER ENTITIES

Name: Nicole Lang

Home Address:



Street _____ City _____ State _____ Zip Code _____

Home Phone Number: _____ Mobile: _____

Email: _____ Employer: _____

Work Address:

Denver

Address _____ City _____ State _____ Zip Code _____

Work Phone Number: _____ Work Email: _____

Please describe your type of work: Communications Manager, Energy & Resources, I manage a team supporting our energy and mining business. I am responsible for internal & external communicaitons supporting approx 3000 team members globally.

Please indicate which board/commission/entity you are applying to:

- Board of Adjustments and Appeals
- City Council (for appointments only)
- Election Commission
- Parks, Recreation, Historic Preservation & Arts Advisory Board
- Volunteer Firefighter Pension Board
- Edgewater Redevelopment Authority
- Planning & Zoning Commission

When did you move to the City of Edgewater? 2019

Are you a registered elector? Yes No

Are you an elected official, officer or employee of the City of Edgewater? Yes No

Have you ever been convicted of embezzlement, bribery, solicitation of bribery? Yes No

perjury, subornation of perjury or any offense involving fraud? Yes No

Would you be able to devote the time necessary to fulfill your obligation as a member? Yes No

Please state the reasons for your interest (attach additional sheets if necessary): Please see attached document

What contributions do you feel you can make to this entity; please be as specific as possible (attach additional sheets if necessary): Please see attached document

What previous work experience, civic activity or other volunteer service would you bring to this position? (attach additional sheets if necessary): Please see attached document

Oath of Application

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge and belief.

Authorized Signature	Printed Name	Date

1. Please state the reasons for your interest:

When looking to purchase my first home, I knew immediately Edgewater was where I wanted to be. Our town provides immediate access to Denver while creating a sense of community. The Redevelopment Authority represents an opportunity to support and strengthen what makes Edgewater special.

Since joining the Edgewater Redevelopment Authority I have learned the important impact this committee has on our community. I hope to continue to support the board as we look for additional opportunities to strengthen and enhance Edgewater.

2. What contributions do you think you can make:

I am a communications professional and believe my experience in branding, messaging and media relations will be a strong asset to both the board and the businesses and projects we support.

Additionally, I am currently serving as co-board chair at [Metro Caring](#), a non-profit focused on addressing the immediate food needs of the Denver metropolitan area while building a movement to address the root causes of hunger. As part of this organization I have learned the importance of listening to the community we serve. The Redevelopment Authority is committed to revitalizing our community, and in the process to do so, it is essential we listen to our fellow community members.

3. Previous Work Experience:

I have eight years of political campaign experience. I started my career in Chicago working at the local and national level eventually moving to Colorado to work for Hickenlooper's 2010 gubernatorial race.

I have since been working for Stantec, a global design and engineering firm supporting the Energy & Resources group. I tell the stories of our global power delivery, oil and gas, mining, dams and renewable teams. I have experience in content creation, social media engagement and media relations at the local and national level. Examples of my work include the NBC Denver segment, [Bridging Oceans: The Panama Canal](#), coverage of our award-winning [hydropower work in Ethiopia](#), and the management of our company publication [Stantec Era](#). Additionally, I lead of team of 6 and have strong leadership and team building skills.



City Council Agenda Item Form

Agenda Item Number:	Item 17
Title:	Foothills Animal Shelter IGA
Agenda Date:	<input checked="" type="checkbox"/> City Council Workshop: 6/4/24 <input type="checkbox"/> City Council Business Meeting:
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member:
Staff Contact:	Name: Dan Maples Email: dmaples@edgewaterco.com Phone: 720-763-3012
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Other: Intergovernmental Agreement (IGA)
Topic Description:	Discussion of updates/ amendments to the current Foothills Animal Shelter Intergovernmental Agreement (IGA).
Plan Alignment:	<input type="checkbox"/> Council Strategic Plan <input type="checkbox"/> Comprehensive Plan <input type="checkbox"/> Parks and Recreation Master Plan <input type="checkbox"/> Sheridan Boulevard Multimodal Corridor Plan <input type="checkbox"/> Sustainability Plan <input type="checkbox"/> Traffic Calming and Mobility Plan <input type="checkbox"/> Walker Branch Master Plan <input type="checkbox"/> Other: Charter:
Financial Impact:	No additional costs at this time.
Staff Impact:	No additional staff impacts at this time.
History/ Background:	The Jefferson County City Managers have been working together to update/amend the current IGA with the Foothills Animal Shelter. The original agreement was approved in 2012. Since this time several cities have expressed interest of not having a licensing program to off set costs. This provides a more consistent annual fee not reliant on how many of their residents license their pets.
Staff Analysis/Information:	The City of Edgewater only receives a very small amount of licensing fees. Staff believe a more constant fee structure would be optimal.

Attachments:

1. Red-Line FSA IGA

This purpose of this marked up version is to continue the discussion. All comments are thoughts from Jefferson County staff and do not reflect specific direction from the Board. Comments do not reflect discussions with the Parties, but rather are intended to generate discussions.

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Version 34

This Redline

- Recital 12 adds the intent of this amendment
- Annual Contributions are set at \$1.6 million. The Shelter Board determines if an increase is necessary, asks the Parties for approval by August 31.
- Added a provision to allow Annual contribution to be reduced by licenses and in-kind.
- Licensing Program is optional, Parties can enter into an IGA. Provisions for reporting removed.

Page numbers only display at the bottom right, off the document. If you download to word or open in the app, the page numbers will display on the document.

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AMENDED AND RESTATED

INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY AND THE CITIES OF ARVADA, LAKEWOOD, WHEAT RIDGE, GOLDEN, WESTMINSTER AND EDGEWATER

ANIMAL SHELTER/DOG LICENSING /FUNDING

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“Amended IGA”), dated for reference purposes only this ~~3rd day of February, 2022~~, is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “**County**”); the **CITY OF ARVADA**, a

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municipal corporation (“**Arvada**”); the **CITY OF LAKEWOOD**, a municipal corporation (“**Lakewood**”); the **CITY OF WHEAT RIDGE**, a municipal corporation (“**Wheat Ridge**”); and the **CITY OF GOLDEN**, a municipal corporation (“**Golden**”); and the **CITY OF WESTMINSTER**, a municipal corporation (“**Westminster**”); and the **CITY OF EDGEWATER**, a municipal corporation (“**Edgewater**”)(collectively, the “**Parties**” and individually a “**Party**”)(Arvada, Lakewood, Wheat Ridge, Golden, Westminster, and Edgewater may be referred to individually as a “**City**” or collectively as the “**Cities**”).

RECITALS

1. C.R.S. Section 30-15-101(1) authorizes the board of county commissioners of each county to establish an animal holding facility and engage personnel to operate it, provide for the impoundment of animals, and to establish terms and conditions for the release or other disposition of impounded animals.
2. C.R.S. Section 30-15-101(2) authorizes counties and municipalities to enter into an intergovernmental agreement to provide for the control, licensing, impounding, or disposition of pet animals or to provide for the accomplishment of any other aspect of a county or municipal dog control or pet animal control licensing resolution or ordinance.
3. C.R.S. Section 31-15-401 (m)(l) authorizes municipalities to regulate and control animals within the municipality including, but not limited to, licensing, impoundment, and disposition of impounded animals.
4. Part 2 of Article I of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments.
5. Part 2 of Article I of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity.
6. Pursuant to C.R.S. Section 30-11-107(1) the Parties are authorized to enter into agreements for the joint use and occupation of public buildings.
7. The Parties (except Edgewater) entered into the June 20, 2007 Intergovernmental Agreement (“**Dog Licensing IGA**”) implementing a County-Wide Dog Licensing Program (“**Dog Licensing Program**”) which provided that the revenue from the Dog Licensing Program would be used to construct a new animal shelter facility due to the deterioration of the prior facility.

- 8. The Parties (except Edgewater) entered into the Intergovernmental Agreement dated January 1, 2009 ("**Facility Funding IGA**"), in which the County agreed to issue Certificates of Participation ("**COPs**") in the amount of \$5,200,000 that expire in 2029, contribute \$3,000,000, and to provide additional financing in the amount of \$1,500,000. In accordance with the terms of the Facility Funding IGA, the Parties have repaid the County the \$1,500,000.
- 9. The Parties entered into the Intergovernmental Agreement dated August 15, 2012 ("**2012 Facility IGA**"), that renamed the separate legal entity the Foothills Animal Shelter ("**Shelter**") and addressed the operation and administration of the Shelter's facility located at 580 McIntyre Street, Golden CO 80401 ("**Facility**"). The 2012 Facility IGA, in part, superseded the Dog Licensing IGA and amended the Facility Funding IGA.
- 10. ~~By-With~~ the February 2022 Amended IGA, the Parties ~~desire to amend~~ and ~~restate~~ the 2012 Facility IGA and ~~supersede~~ and ~~terminate~~ the Dog Licensing IGA and the Facility Funding IGA to, in part, provide for the Parties to pay an annual assessment for the operation of the Shelter and use the revenue from the Dog Licensing Program to offset the cost of operating the Shelter.
- 11. The Parties agree that each Party and its residents should contribute toward the funding for the cost of capital construction of the Facility and the operation and maintenance of the Shelter pursuant to the terms set forth herein.
- 12. By this Amendment, the Parties desire to make participation in the County-Wide Dog Licensing Program optional, set a Total Assessment calculation that is predictable for the Parties, clarify the Licensing Administrator functions, and authorize the development of an IGA that includes the Shelter as a party to establish operational terms (Operations IGA).

NOW, THEREFORE, in consideration of the mutual covenants and agreement of the Parties hereinafter contained, the receipt and sufficiency of which are hereby confessed, it is understood and agreed as follows:

PART 1. Foothills Animal Shelter Formation and Operation

I. GENERAL PROVISIONS

A. ESTABLISHMENT OF FOOTHILLS ANIMAL SHELTER. The Parties reaffirm the establishment of the separate legal entity known as the Foothills Animal Shelter, which is responsible for the administration and operation of the Shelter and the Facility.

B. FACILITY LEASE. The Shelter entered into the Lease Agreement dated

August 9, 2010 ("**Lease Agreement**") with the County for the Facility located at 580 McIntyre Street, Golden CO 80401. The Shelter, for the purpose of, organizing, administering, and operating the central animal facility on the land so leased, will improve, maintain, and operate the Facility as provided herein and as provided in the Lease Agreement.

C. JURISDICTION. As used herein, the "Jurisdiction" of each City shall be the area within its municipal boundaries. The Jurisdictions of Arvada and Westminster include the areas within their respective municipal boundaries within Adams County and Jefferson County. The Jurisdiction of the County shall be the unincorporated area of the County.

~~D. REPORTING PERIOD. As used herein, the term "Reporting Period" shall mean the period from January 1 to December 31 of each year.~~

Commented [lg1]: Where is the reporting period defined?

Commented [KN2R1]: reporting period was used as a requirement for the licensing administrator, which is proposed as optional/between shelter and Party

II. POWERS OF THE SHELTER

A. GENERAL POWERS. The Parties hereto agree the Shelter shall be empowered with the authority to improve, construct, maintain, repair, control, regulate, and operate the Facility within Jefferson County, Colorado, as a complete animal shelter for the use and benefit of the Parties to this Agreement and their constituents.

B. POWER TO SHELTER ANIMALS AND PROVIDE EDUCATIONAL PROGRAMS. The principal purposes of the Shelter are (1) to retain in temporary custody and to provide for the subsequent adoption or disposition of animals taken into possession by the respective governing bodies or animals tendered to the Shelter by residents of the respective governing bodies, and (2) to provide educational, volunteer and related programs to individuals and the community to promote responsible pet ownership. As used herein, the term "**animals**" shall include, but is not necessarily limited to, dogs, cats, all other domestic animals, and injured wild animals if required.

C. POWER TO ESTABLISH CLINICS FOR ANIMAL WELFARE PURPOSES. In addition to providing temporary custody for said animals, the Shelter shall have the authority to establish a clinic for the purpose of spaying and neutering animals, or any other animal welfare related purposes as deemed appropriate by the governing Board of Directors (the "**Shelter Board**").

D. POWER TO MAKE CONTRACTS, HIRE, AND FIRE. The Parties further agree the Shelter shall have the authority to contract and purchase all necessary supplies, equipment, materials, and services, including professional services, and further to hire and discharge employees as deemed necessary to operate the Shelter. The Shelter shall ~~also~~ have the power to contract with other governing bodies who are not Parties to the Amended IGA to provide the same temporary

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custody, adoption or disposition services provided for the Parties. The Shelter shall also have the power to enter into an Operational Agreement with the Parties to provide services necessary for Animal Control Operations.

E. POWER TO SET FEES. The fees to be charged for services shall be established by the Shelter Board, shall be uniform and reasonable, and shall supersede any fees previously established by the respective governmental bodies. Fees for services provided to governing bodies who are not Parties to this Agreement and their residents shall be set by the Shelter Board and shall be set to include the costs for operation and maintenance of the Shelter and capital costs of the Facility.

F. POWER TO LEASE PROPERTY. The Parties hereto agree the Shelter is empowered to negotiate and enter into a lease of the Facility which is suitable for an animal facility and additional property if necessary.

III. BOARD OF DIRECTORS

A. POWERS. All powers, privileges and duties vested in the Shelter shall be exercised and performed by and through the Shelter Board. Only Parties to this Amended IGA shall be entitled to appoint a Director to serve on the Shelter Board.

B. APPOINTMENTS. Each Party shall designate and appoint one Director to serve on the Shelter Board. Each Director shall be in regular attendance and participate in Shelter meetings and activities. Each Director shall serve in accordance with the terms and conditions set forth by the Party that appointed the Director. Each Party may also appoint an alternate board member.

C. ELECTION OF OFFICERS. At the annual meeting of the Shelter Board, regularly scheduled in May of each year, the Shelter Board shall elect from its membership a President, a Vice President (and President pro tem), a Secretary and a Treasurer, who will assume their office at the following meeting. These officers shall serve until their successors have been elected. The officers shall be elected by an affirmative vote of at least a majority of the Shelter Board.

D. BYLAWS AND POLICIES AND PROCEDURES. The Shelter Board shall have the power to promulgate bylaws and policies and procedures which shall establish the organizational rules and policies and procedures for the management and operation of the Shelter.

IV. CAPITAL IMPROVEMENT FUND

The Shelter has established or shall establish a "**Capital Improvement Fund**" equal to a minimum of Five Hundred Thousand Dollars (\$500,000) ("**Minimum Threshold**"). The uses to which the Capital Improvement Fund may be put include, but

are not necessarily limited to, replacement of capital equipment, procurement of new capital equipment, and improvement or expansion of the Facility. If funds are used from the Capital Improvement Fund, the Fund shall be returned to the Minimum Threshold as soon as funds become available but within no more than a two-year period from the date the fund fell below the Minimum Threshold. The Shelter Board may adjust the Minimum Threshold above \$500,000 on an annual basis if approved by a two-thirds vote of the Directors. Any adjustment of the Minimum Threshold below \$500,000 shall require the approval of all Directors.

V. CONTINGENCY/EMERGENCY FUND ESTABLISHED

The Shelter has established or shall establish a contingency/emergency fund ("**Emergency Fund**") with a minimum of three months of operating expenses as calculated from the prior year ("**Minimum Balance**"). The Emergency Fund shall be used to defray the costs of unanticipated operating expense shortfalls. If funds are used from the Emergency Fund, the Fund shall be returned to the Minimum Balance as soon as funds become available but within no more than a two-year period from the date the fund fell below the Minimum Balance.

VI. BUDGET

Each year, the Shelter shall prepare a preliminary budget and submit said budget to the Shelter Board. The budget shall contain detailed estimates of the operating costs of the subsequent year. The budget shall be approved by the Shelter Board on or before September 30th of each year and shall be certified by the secretary and treasurer of the Shelter Board. The final budget shall be provided to each of the governing bodies of the Parties no later than December 15th of each year that this Amended IGA is in effect.

VII. OPERATIONS FUND AND SHELTER OPERATIONS

A. DESIGNATION OF OPERATIONS FUND. The Shelter and Parties agree that the various monies paid to the Shelter from all sources of revenue including, without limitation, ~~the Dog Licensing Program,~~ annual assessments, and any monies generated by the Shelter, shall be placed into a designated fund ("**Operations Fund**"), and any operating expenses of the Shelter shall be paid from the Operations Fund.

Commented [lg3]: Does this include transfers from FFAS? What if they conduct a capital campaign?

B. ANNUAL CONTRIBUTION TO OPERATIONS FUND. ~~The "Annual Contribution" of each Party shall be the sum of the actual Dog Licensing Program revenue attributable to the Party ("Dog Licensing Revenue") and the Party's "Annual Assessment" based on the formulas described below.~~

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~~1. Total Annual Contribution. Each year the Shelter Board shall determine the total "Annual Contribution" of the Parties to the Shelter, which shall be placed in the Operations Fund, is \$1,600,000.~~

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~~If the Shelter Board determines an increase is necessary due to inflation or operational changes, the Shelter Board can request the Parties consider an increase. If a majority of the Parties agree, an IGA amendment is not required.~~

~~Any request for an increase in the total Annual Contribution must be made no later than August 31.~~

2. Each Party's Annual Contribution. Each Party's individual portion of the Annual Contribution shall be calculated based on the "**Estimated Dog Population**" of its Jurisdiction divided by the sum of the Parties' Estimated Dog Populations. A Party's Estimated Dog Population is calculated as follows:

"Total Households",... of the Jurisdiction x 0.47** x 1.6***

* Based on 2018 Colorado State Demography Office data, to be updated yearly beginning on July 1.

** Estimated dog population per US Pet Ownership demographic source book.

*** Estimated dogs per household per US Pet Ownership demographic source book.

~~3. Each Party's Annual Contribution can be reduced by revenue generated through dog licensing or in-kind donations of property or services if approved by the Shelter.~~

~~3. Annual Assessment. Each Party's Annual Assessment shall be the amount of its Annual Contribution minus its actual Dog Licensing Revenue attributable to the Party from the previous fiscal year, per the Shelter's Pet Licensing Annual Report. A spreadsheet showing the calculations for each Party's Annual Assessment and other calculated terms is attached as Exhibit A.~~

C. CHOICE OF DEPOSITORY. All monies belonging to the Shelter or designated for use by the Shelter shall be deposited in the name and to the credit of the Shelter with such depositories as the Shelter shall from time to time designate.

D. FISCAL RESPONSIBILITY. The Shelter shall not borrow money nor

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shall it approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to the Shelter, with which to pay the same. The provisions and terms set forth in Part 3 of this Amended IGA shall not be considered debt of the Shelter.

VIII. BOOKS AND RECORDS

A. RECORD KEEPING. The Shelter shall maintain adequate and correct accounts of its funds, properties, and business transactions, which accounts shall be open to inspection at any reasonable time by the Parties hereto, their attorneys, or their agents.

B. ANNUAL AUDIT. The Shelter shall cause to be conducted an "Annual Audit" within 90 days after the end of the fiscal year. The Shelter fiscal year shall be from January 1st to December 31s. The Annual Audit shall be conducted by an independent certified public accountant, registered accountant, or partnership, or certified public accountants, or registered accountants licensed to practice in the State of Colorado. The Shelter shall tender a copy of said audit to the governing bodies of the respective Parties.

IX. REPORTS

A. ANNUAL REPORT. By June 1st of each year the Shelter shall prepare a comprehensive "Annual Report" of the Shelter's activities and finances during the preceding year and tender a copy of the Annual Report to the governing bodies of the respective Parties.

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B. REPORTS REQUIRED BY LAW, REGULATION OR CONTRACT. The Shelter shall also prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state, and/or local officials to whom such report is required to be made in the course and operation of the Shelter.

C. REPORTS REQUESTED BY THE PARTIES. The Shelter shall also render to the Parties hereto, at reasonable intervals, such reports and accountings as the Parties hereto may from time to time request.

PART 2. ~~COUNTY WIDEDOG LICENSING PROGRAM/FUNDING FOR SHELTER~~

I. ~~COUNTY WIDEDOG LICENSING PROGRAM~~

A. ORDINANCE ADOPTION. Each Party ~~has adopted~~ may adopt an

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ordinance which establishes a dog licensing program and penalties within its jurisdiction. ~~The dog licensing ordinances adopted by the parties shall be consistent with the County ordinance concerning licensing of dogs and license fees; however, each party has discretion to adopt its own penalties.~~

B. ENFORCEMENT . Each Party shall be responsible for enforcement of the penalties for its dog licensing ordinance within their own jurisdiction. ~~Each party agrees to actively pursue enforcement of said ordinance.~~

~~G. LICENSING ADMINISTRATOR DEFINED. The Licensing Administrator is the entity delegated the authority by the parties to issue licenses and collect fees for said dog licenses on behalf of all parties.~~

~~D. DOG LICENSES. The dog licenses shall all be identified as "County Dog Licenses."~~

~~E. DEPOSIT OF DOG LICENSING REVENUE. Except as otherwise provided for herein, the Licensing Administrator shall deposit the Dog Licensing Revenue in the Operations Fund on a monthly basis on the 10th of the following month.~~

~~FC. DELEGATION OF AUTHORITY. Each party may enter into an Intergovernmental Agreement with the Shelter or another Party to administer the issuance of licenses, the collection and distribution of revenue, and the report periods. The parties hereby have delegated authority to the County to be the Licensing Administrator to issue licenses and collect fees for said dog licenses on behalf of all parties. A new Licensing Administrator may be appointed by written approval of the Shelter Board. If the Licensing Administrator appointed is not a party or the Shelter, the Shelter Board shall enter into an agreement with the entity chosen to be the Licensing Administrator to bind the new Licensing Administrator to the terms of this Amended IGA and any other terms deemed necessary by the Shelter Board. Alternatively, if the Licensing Administrator is a Party or the Shelter, the terms of Part 2., Section G. below shall apply.~~

D. ADMINISTRATIVE COSTS: The costs to administer the issuance of licenses and the collection and distribution of license revenue shall be paid for by only those Parties that have adopted a dog licensing program.

~~G. LICENSING ADMINISTRATOR'S ADMINISTRATIVE COSTS. On August 1st of each year this Amended IGA is in effect, the Licensing Administrator shall provide each Party with a statement of the Licensing Administrator's administrative costs directly attributable to the operation of the Dog Licensing Program from January 1st through December 31st of each year, and the projected administrative costs for the upcoming year shall be due to the Shelter Board for purposes of budgeting by the September Shelter Board meeting. The Licensing Administrator shall retain the amount of the Licensing Administrator's administrative costs from the Dog Licensing Program revenue on a monthly basis. The Licensing Administrator~~

~~shall be entitled to payment for the cost of, at a maximum, one full time employee including salary, benefits and overhead. The Licensing Administrator employee position shall be Administrative Specialist I or II positions as currently defined by the County or equivalent positions. Any future staffing needs, beyond those currently listed above, require approval of the Shelter Board. The Licensing Administrator shall also be entitled to the cost of tags, mailers (for new tags and renewals), postage, pricing, maintenance/updates of dog licensing software and miscellaneous office supplies, an any other costs directly attributable to the operation of the Dog Licensing Program.~~

II. BOOKS AND RECORDS

~~The Licensing Administrator shall maintain adequate and correct accounts of the funds, which accounts shall be open to inspection at any reasonable time by the parties hereto, their attorneys, or their agents.~~

III. REPORTS

~~A. COMPLIANCE RATE. As used herein, "Compliance Rate" shall mean the rate calculated by dividing~~

- ~~1. _____ the number of licenses issued for dogs residing in a party's Jurisdiction during a one year Reporting Period by~~
- ~~2. _____ the Estimated Dog Population in each party's Jurisdiction for the same Reporting Period.~~

~~The target Compliance Rate for each Party is 20%.~~

~~B. _____ ANNUAL REPORT. By February 1st of each year, the Licensing Administrator shall prepare and present to the Shelter Board an annual report of the number of dogs licensed during the prior year in each party's Jurisdiction, the estimated household population of each party's Jurisdiction as reported in the most current publication by the State Demographer's Office, the Compliance Rate for each party's Jurisdiction and the funds collected during the prior year.~~

~~C. _____ REPORTS REQUESTED BY THE PARTIES. The Licensing Administrator shall also render to the parties reports and accountings as the parties hereto may from time to time request.~~

PART 3. REPAYMENT OF DEBT SERVICE FOR CONSTRUCTION OF FACILITY

A. DEBT SERVICE ASSESSMENT. 5.2 million dollars of the proceeds from the COPs issued by the County were used to partially pay the cost for construction of the Facility. The Parties agree that each City shall annually pay an assessment ("**Debt Service Assessment**") to the County to repay that portion of the debt service on the COPs attributable to the portion

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of the proceeds used to fund the construction of the Facility (the "**Facility Debt Service**") until the COPs are defeased. The Facility Debt Service schedule ("**Schedule**") is attached hereto as **Exhibit B** and incorporated by reference. The Schedule may be modified if the COPs are refinanced as provided herein or to allow for prepayments or other events as deemed appropriate by all the Parties. Each City's annual Debt Service Assessment will be determined as follows:

1. Determine the Estimated Dog Population for each Party's Jurisdiction as of December 3rd of each year.

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2. Add the Estimated Dog Population for all the Parties together to determine the Total Dog Population. Determine what percentage each Party's Estimated Dog Population is compared to the Total Dog Population for all of the Parties' Jurisdictions combined ("**Dog Population Percentage**").

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Each City shall pay the County a portion of the Facility Debt Service equal to that City's Dog Population Percentage.

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B. ANNUAL DEBT SERVICE STATEMENT AND INVOICE FOR COPs. By August 1st of each year, the County shall prepare and present to the Shelter Board and the governing bodies of the Parties a statement and invoice of the Facility Debt Service due from

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January 1 to December 31 for the upcoming year, each Party's Dog Population Percentage and the Debt Service Assessment of each Party.

C. FACILITY DEBT SERVICE REPORT. The County shall provide the Parties with a report each year stating the amount received each year and the balance owing.

D. APPROPRIATION AND PAYMENT OF FUNDS. The Parties agree to consider for appropriation the amounts computed as set forth above by the first day of January of the year during which said monies are to be paid to the County. The Parties agree to pay the amounts for the Facility Debt Service to the County by January 31st of the year during which said monies are to be paid by the County for the debt service. All payments to the County pursuant to this Amended IGA are subject to annual appropriation by both the County and each City hereto in the manner required by statute. It is the intention of the Parties that no multiple-year fiscal debt or other obligation be created by this Amended IGA.

E. REPORTS REQUESTED BY THE PARTIES. The County shall also render to the other Parties, at reasonable intervals, such other reports and accountings as the Parties may from time to time request.

F. REFINANCING. The County shall have the right to refinance the debt on the COPs if deemed beneficial to the County so long as the amount owed by the Cities for debt service does not increase due to the refinancing.

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PART 4. GENERAL CONTRACT TERMS

I. DEFAULT IN PERFORMANCE

A. **DEFAULT.** If any Party fails to make its Annual Contribution when due as provided in Part 1, Article VII or payments to the County as provided in Part 3, or to perform any of its covenants and undertakings under this Amended IGA, the County or any other Party shall cause written notice to be given to the City Manager or the County Manager (as the case may be) at the official address of the defaulting Party of the termination of the Party's participation in the Amended IGA, unless such default is cured within thirty (30) days from the date of such notice. Upon failure to cure said default within said thirty (30) day period, membership in the Shelter of the defaulting Party shall thereupon terminate, and said defaulting Party shall thereafter have no voting rights as a member of the Shelter at any regular or special meeting thereto, nor be entitled to representation on the Shelter Board, and said defaulting Party shall there after be denied service by the Shelter. Further, the Licensing Administrator shall no longer provide licensing services to said defaulting Party. The defaulting Party whose participation is terminated under this section of this Amended IGA shall forfeit all right, title, and interest in and to any Shelter funds and any right, title or interest in and to any property of the Shelter to which said Party may otherwise be entitled upon the dissolution of this Amended IGA. If a Party is in default of this Amended IGA for any reason other than nonappropriation of funds for payment of its Annual Contribution or payments to the County as provided for in Part 3, termination of the defaulting Party's participation in the Amended IGA shall not relieve the defaulting Party of the obligation to make the payments to the County as provided in Part 3 or its Annual Contribution that were due prior to the defaulting Party's termination. This Section is not intended to limit the right of any Party under this Amended IGA to pursue any or all other remedies it may have for breach of this Amended IGA. A Party who fails to make the payments required b Part 2 or 3 for any reason other than nonappropriation of funds shall be obligated to pay all costs of collection of said payment, including reasonable attorneys' fees. A City that fails to make the payments for any reason other than nonappropriation of funds shall be obligated to pay interest at a default rate of 10% plus all costs of collection of said payment, including reasonable attorneys' fees.

B. **PAYMENT DEFAULT/COPs.** If any City fails to make the payments to the County when due other than for non-appropriation as set forth in Part 3, that City shall be in default. In the event of a payment default or non-appropriation by any of the Cities, the remaining Cities and County shall be responsible for the debt service amount owed by the defaulting non-appropriating City or Cities in the same ratio calculation set forth in Part 3 except the ratio shall be calculated without the defaulting Party or Parties inclusion in the ratio.

II. TERM, RENEWAL AND TERMINATION OF AMENDED IGA

A. **TERM AND RENEWAL OF AMENDED IGA.** As previously set forth in the 2012 Facility IGA, this Amended IGA shall remain in full force and effect for a

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term of 50 years from July , 2012 or until sooner terminated by two-thirds of the Parties. The Parties entering into this Amended IGA shall have the option to extend its term by amendment pursuant to Part 4, Section III below.

B. CONTINUATION OF SHELTER OPERATION/FEEES FOR NON-PARTIES. All Shelter property and animals shall remain at the Facility under the terms of this Amended IGA. Entities not Parties to this Amended IGA who have animals at the Shelter that were placed at the Shelter by the entity or residents living within the boundaries of the entity on effective date of this Amended IGA shall pay a fee as set by the Shelter Board which may be per animal per day as long as said animal remains at the Shelter.

C. TERMINATION BY WRITTEN NOTICE. This Amended IGA, or any Party's participation in this Amended IGA, may be terminated effective by written notice from the Party or Parties to the Shelter at least 180 days prior to January 1st of any given year. Any Party terminating its participation pursuant to this provision shall not be entitled to any reimbursement for said Parties' contributions to the County, the Shelter or the Licensing Administrator for capital costs, assessments or any operating costs previously paid by said Party or any dog licensing fees previously paid by its residents. Such Party shall be entitled to be readmitted to the membership of the Shelter if approved by the Shelter Board and if the terminated Party has paid all dollar amounts the terminated Party is in arrears under the terms of this Amended IGA.

D. TERMINATION WITHOUT REQUIRED NOTICE. If any Party elects to terminate its participation in this Amended IGA prior to the end of any period of this Amended IGA and not in accordance with subsection C of this section, such Party shall be considered in default of this Amended IGA and accordingly shall forfeit its entire contribution to the Shelter. Upon default, the defaulting Party shall forfeit all privileges and property that such Party obtained as a result of its membership in this Shelter. Should a defaulting Party, at some later date, seek readmission to the membership of the Shelter, such Party shall be required to meet the requirements and contributions of any new Party seeking membership pursuant to the terms of this Amended IGA.

E. POWERS OF SHELTER UPON TERMINATION BY TWO-THIRDS. Upon termination by mutual agreement of two-thirds of the Parties, the powers granted to the Shelter under this Amended IGA shall continue to the extent necessary to make an effective disposition of the property, equipment, and animals under this Amended IGA. If the Amended IGA is terminated the Shelter and the County shall cause the Lease Agreement with the County to be terminated.

F. STATUS OF LEASED PREMISES UPON TERMINATION BY TWO-THIRDS
PAYMENT OF SHELTER LIABILITIES. Upon termination of this Amended IGA by mutual agreement of two-thirds of the Parties, the Lease Agreement shall terminate in accordance with its terms and improvements thereon located in Jefferson County shall revert to Jefferson County for its use and ownership. Any cost for liabilities incurred by the Shelter during the termination of this Amended IGA and as an expense of termination shall be borne by each

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Party to the Amended IGA in the same proportion as it is required to contribute to the Total Annual Contribution in Part 1 Section VII, whether such assessments have terminated or not except, if the debt service on the COPs is not fully paid, the County shall not pay any part of the remaining Shelter liability and the proportion of each City shall be adjusted to pay the full amount of the Shelter liability without the County participation.

G. TERMINATION FOR REASON OTHER THAN NONAPPROPRIATION. Termination of the Amended IGA for any reason other than nonappropriation of funds shall not relieve the terminating Party of the obligation to make its Annual Contribution as provided in Part 1 or pay the Party's assessment to the County as provided in Part 3.

H. DISBURSEMENT OF FUND UPON TERMINATION. If this Amended IGA is terminated, the Shelter shall pay any funds it holds beyond its expenses incurred prior to the termination of this Amended IGA to the County to cover any remaining cost of the debt service on the COPs This provision and the provisions of Part 2, Article I, Section G; Part 1, Article VII; Part 3; d Part 4, Article I and Article II, shall survive termination of this Amended IGA.

III. AMENDMENT

This amended IGA may be amended at any time in writing by agreement of all the Parties to this Amended IGA.

IV. SEVERABILITY CLAUSE

Provisions of this Amended IGA or the application thereof to any Party or circumstances are held invalid, such invalidity shall not affect other provisions or applications of the Amended IGA which can be given effect without the invalid provision or application, and to this end, the provisions of the Amended IGA are declared to be severable.

V. COUNTERPARTS

This mended IGA may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument. The Amended IGA shall not be effective until executed by all Parties.

VI. NO THIRD PARTY BENEFICIARIES

Except as otherwise stated herein, this Amended IGA is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to, confer right upon any persons or entities not named as Parties, limit in any way governmental immunity and other limited liability statutes for the protection of the Parties, nor limit the powers and responsibilities of any other entity not a Party hereto. Nothing contained

herein shall be deemed to create a partnership or joint venture between the Parties with respect to the subject matter here of.

VII. SUPERSEDES AND TERMINATES PRIOR AGREEMENTS

This Amended IGA supersedes and replaces all prior agreements dealing with formation of the Shelter including, but not limited to, the Dog Licensing IGA, Facility Funding IGA, and the 2012 Facility IGA, and any amendments to those IGAs.

VIII. NONDISCRIMINATORY POLICY

The Shelter shall make its services, facilities, and programs available to all persons regardless of race, color, age, creed, national origin, sex, or disability.

IX. NO GENERAL OBLIGATION INDEBTEDNESS

Because this Amended IGA will extend beyond the current fiscal year, the Parties understand and intend that the obligation of the Parties to pay any costs hereunder constitutes a current expense of the Parties payable exclusively from the Parties' funds and shall not in any way be construed to be a general obligation indebtedness of the Parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the Parties have pledged the full faith and credit of the state, or the Parties to the payment of the charges hereunder, and this Amended IGA shall not directly or contingently obligate the Parties to apply money from, or levy or pledge any form of taxation to, the payment of any costs.

X. NO ASSUMPTION OF LIABILITIES

By entering into and performing under this Amended IGA no Party is assuming any liability for the acts or omissions of any other Party or third Parties.

XI. ELECTRONIC SIGNATURES

The Parties approve the use of electronic signatures for execution of this Amended IGA. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 through §24-71.3-121.