

CITY COUNCIL WORK SCHEDULE

October 15, 2024, Business Meeting

1. City Clerk/Court Presentation (Presentations)
2. 2598 Harlan St. Easement Agreement (Ord. 2nd Reading)

October 15, 2024, Work Session

- 1.

October 29, 2024, Executive Session

1. City Manager Review

November 9, 2024, (Saturday)

1. Code Review

November 19, 2024, Work Session

1. Audit Presentation
2. Budget Workshop

December 3, 2024, Business Meeting

1. Mill Levy
2. Budget Approval

December 7, 2024, (Saturday)

1. Code Review

Parking Lot:

July-December 2024
Stadium Sale Funds
Sales Tax - SUTS Update
Charter Committee
Sustainability Policy Revisions
Jeffco Library Updates
School Board Updates

Tentative 2024 City Council Meeting Schedule

<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>
10/1/24 Council Meeting	11/5/24 No Mtg.	12/3/24 Council Meeting
	11/9/24 Code Review	12/7/24 Code Review
10/15/24 Council Meeting	11/19/24 Budget Workshop	12/17/24 Council Meeting
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)

October 1, 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 – August 20, 2024

ITEM 5. Public Comment

ITEM 6. Resolution 2024-15

Discussion and Possible Action on Resolution 2024-15, A RESOLUTION APPOINTING GINA N. EDWARDS-HICKMAN AS THE PRESIDING MUNICIPAL COURT JUDGE AND APPROVING THE ASSOCIATED JUDICIAL SERVICES AGREEMENT

1. Official Swearing In of Judge Gina N. Edwards-Hickman by Judge Gary M. Jackson

INTERMISSION

ITEM 7. Communications from the City Manager, and Staff

ITEM 8. Communication from Boards, Commissions and Membership Organizations

ITEM 9. Presentations

1. West Metro Fire Updates
2. Community Development Presentation
3. Parks and Recreation Presentation

ITEM 10. Resolution 2024-17

Discussion and Possible Action on Resolution 2024-17, A RESOLUTION APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY, THE JEFFERSON COUNTY LAW ENFORCEMENT AUTHORITY, AND THE CITIES OF ARVADA AND GOLDEN TO ESTABLISH THE JEFFERSON COUNTY REGIONAL SPECIAL WEAPONS AND TACTICS TEAM (“JCRS”)

ITEM 11. Resolution 2024-18

Discussion and Possible Action on Resolution 2024-18, A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) CONCERNING THE JEFFCO COMMUNITY CRISIS RESPONSE PILOT PROGRAM

ITEM 12. Ordinance 2024-08

Discussion and Possible Action on the First Reading of Ordinance 2024-08, AN ORDINANCE APPROVING AND ACCEPTING EASEMENTS FOR ROUND-ABOUT CONSTRUCTION AND MAINTENANCE PURPOSES WITHIN A PORTION OF THAT PROPERTY COMMONLY KNOWN AS 2598 HARLAN STREET

ITEM 13. General Business

1. Police Chief Recruiter Contract

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

ITEM 14. Public Comment

ITEM 15. Mayor and Council Comments

ITEM 16. Discussion of Upcoming Agendas

ITEM 17. BUSINESS MEETING ADJOURNMENT

ITEM 18. WORK SESSION CALL TO ORDER

ITEM 19. General Business

1. Natural Medicine Business Regulation

ITEM 20. Mayor and Council Comments

ITEM 21. WORK SESSION ADJOURNMENT

**EDGEWATER CITY COUNCIL
BUSINESS MEETING & WORK SESSION
MINUTES
September 17, 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 Joie Iten, Council Member John Thomsen, Council Member, Lilly Steirer, Council Member, Kali Janda, and Council Member, and Mercedes Valdez

Also Present: City Manager, Dan Maples, Deputy City Manager/Community Development Director, Jocelyn Mills, Finance Director, Ariany Young, Community Services Director, Kit Lammers, Communication and Events Director, Kalah Hardt, Police Chief, Eric Sonstegard, and City Attorney, Carmen Beery

ITEM 3. Pledge of Allegiance

ITEM 4. Consent Agenda

1. Agenda
2. Minutes – August 20, 2024

Council Member Gay Keao made a motion to approve the Consent Agenda as presented. Seconded by Council Member Steirer and passed unanimously.

ITEM 5. Public Comment

None

ITEM 6. Communications from the City Manager, and Staff

Jocelyn Mills – Introduced and welcomed new Mental Health Coordinator, Meghan Murphy. Meghan is a licensed clinical social worker and has been working in the mental health field for the past 10 years. She was also part of the task force to create the Jeffco Community Response Team. Excited to have her on board to help implement the new Mental Health Plan. They are currently revising the small

business support program into a different way to support local small business restaurants and retail shops. Shop Edgewater Small Town Big Rewards program will launch on Friday. It is a rewards program to incentivize customers to shop at our small local restaurants and retail shops, in return they earn 5% back on their spending at these establishments. It is an app that is downloaded to your phone. Open Rewards does all the management of the program, so businesses do not have to do a thing. They will be promoting the program at the Hometown Festival and on Social Media.

Dan Maples – a Press Release went out today regarding Chief Sonstegard's resignation. His last day here in Edgewater will be December 6, 2024. He will be helping us get through the recruiting period and then will be taking over as the Deputy City Manager for the City of Oxnard in California. Eric and his leadership here in Edgewater will be missed.

Mayor Conklin mentioned his ride along with Chief Sonstegard and cannot speak highly enough of how the Chief knows the Edgewater community. He was impressed with the relation and interaction he has with the community. Thanked Chief for his service.

ITEM 7. Communication from Boards, Commissions and Membership Organizations

DRCOG representative – 3 weeks ago was the awards celebration, which was a great opportunity to recognize transit-oriented, mobility-oriented, aging-oriented projects and people. Was able to hand an award to Kathy Hodgson, the City Manager of Lakewood, who was honored with a Distinguished Service Award along with Andrew Eltis who was once the Chair of Edgewater's Planning and Zoning and now the Vice President of Planning and Community impact with the Downtown Denver Partnership. Participated in the Metro Mayors bus tour of upcoming projects. Two separate developments were visited and drove through several other parcels and heard about upcoming projects. Also attended the Jeffco County Commissioner's breakfast, along with City Manager Maples, Council Member Gay Keao attended virtually. That meeting talked a lot about housing and the unhoused.

ITEM 8. Presentations

1. JEFFCO Community Response Team Presentation

Chief Sonstegard introduced Todd Heintz with West Metro Fire who gave a brief presentation of the Jeffco Community Response Team program.

2. Communications and Events Updates

Kalah Hardt, Communications and Events Director gave a presentation of projects and events the Communications and Events Department have been working on in 2024.

3. Community Services Update Updates

Kit Lammers, Community Services Director gave a presentation of projects and Public Works and Community Services Department have been working on in 2024.

Mayor Conklin called for a 5 minute break to resume the meeting 7:55 pm

ITEM 9. Resolution 2024-16

Resolution 2024-16, A RESOLUTION APPROVING THE 2040 EDGEWATER COMPREHENSIVE PLAN

Deputy City Manager – Community Development Director gave some background on the Comprehensive Plan. After several community meetings, the Planning Commission adopted the plan on July 31st, 2024, and per the City Charter, City Council is required to formally approve the plan. Introduced Finn Sutton with MIG who gave updates of the project and process.

As Board Liaison and past member of Planning and Zoning Commission, Council Member Iten commended everyone on their hard work and overcoming the difficulties of getting everyone on the same page.

Council Member Gay Keao made a motion to approve Resolution 2024-16, A RESOLUTION APPROVING THE 2040 EDGEWATER COMPREHENSIVE PLAN, as amended, with an editorial change of “policy” on page two and request the ability of staff to make not-substantial edits. Seconded by Council Member Iten and passed unanimously.

ITEM 10. Ordinance 2024-07 (PUBLIC HEARING)

Mayor Conklin opened the public hearing at 8:12 pm.

City Manager Maples gave a brief overview of budget adjustments for 2023 as outlined in the Staff Memo included in the packet.

There were no questions or comments from the public and no additional comments from staff or Council.

Mayor Conklin closed the public hearing at 8:15 pm.

Council Member Janda made a motion to approve the Second Reading of Ordinance 2024-07, AN ORDINANCE APPROPRIATING FUNDS FROM THE GENERAL FUND FOR PURPOSES OF ADJUSTING THE 2023 GENERAL FUND BUDGET, as presented. Seconded by Council Member Valdez and passed unanimously.

ITEM 11. Ordinance 2024-06 (PUBLIC HEARING)

Mayor Conklin opened the public hearing at 8:17 pm

Deputy City Manager – Community Development Director stated the State of Colorado requires all municipalities to adopt the latest version of the National Electrical Code on a three-year cycle. The City is currently working from the 2020 version and is required to operate under the 2023 version. The City's Electrical Codes are found in Article 18, Chapter 4.

There were no questions or comments from the public and no additional comments from staff or Council.

Council Member Thomsen made a motion to approve the Second Reading of Ordinance 2024-06, AN ORDINANCE ADOPTING BY REFERENCE THE NATIONAL ELECTRIC CODE, 2023 EDITION; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND MAKING CONFORMING AMENDMENTS TO THE EDGEWATER MUNICIPAL CODE, as presented. Seconded by Council Member Steirer and passed unanimously.

ITEM 12. General Business

1. Sustainability Plan Update Contract

Shaima Shabazz, Sustainability Coordinator, introduced Adny Rutz of Crescendo Planning and Design and Melissa Baldrige of Big Glasses Consulting, who both worked closely with the Community and staff to update the Sustainability Plan.

Council Member Steirer made a motion to approve the Contract for the Sustainability Plan Update, as presented. Seconded by Council Member Gay Keao and passed unanimously.

2. Authorization of Guest Judge to Administer Presiding Judge Oath

City Attorney Beery mentioned to Council that she has been in communication with Judge Hickman regarding the meeting dates for officially swearing her in

as Edgewater's presiding Judge. During those conversations, Judge Hickman asked if her mentor, retired Judge Gary Jackson, could swear her in as the presiding Judge of Edgewater. Currently, only our Judges and City Clerk Pedroza have the authority to administer oaths. However, as the governing body, they have the ability to authorize others to administer oaths on a one-time basis. A motion has been prepared for Council to authorize Judge Hickman's request for Judge Gary M. Jackson to swear her in on October 1st. Judge Jackson's impressive biography is included in tonight's packet.

Council Member Thomsen made a motion to authorize the Honorable Gary M. Jackson to administer the Edgewater Municipal Court presiding judge oath of office to interim presiding Judge Hickman when such item next appears on a City Council Business Meeting agenda. Seconded by Council Member Janda and passed unanimously.

ITEM 13. Public Comment

None

ITEM 14. Mayor and Council Comments

Council Member Steirer – Very excited about the Jeffco Community Response team and thrilled about the hiring of Megan Murphy. Gives her a lot of hope that this will be a very successful pilot program. In the past work on the sustainability plan, there was continuous mention of the need for more of a communications team. Hearing Kalah's update tonight, she feels like Kalah's team has grown and commended the magnitude of what they have accomplished. Lovely to hear updates from Kit and also the implementation of so many of the plans that have come into fruition over the last few years. Excited about the sustainability plan update and the direction that is going to go.

Council Member Iten – Thanked Kalah and Kit for their presentations. Is excited for the Community Response pilot program. Congratulated Chief on his new position and is sad to see him go. He has been such an asset to this community. She appreciates the hard work he has done and the passion he put into a much-needed community.

Council Member Thomsen – Thanked everyone involved in all the new projects, programs, new people, ongoing programs and projects, old projects getting updates. The hard work is really apparent. Looking forward to the hometown fest coming up

Council Member Gay Keao – Echoes previous comments. Mentioned the Safe Surrender event sponsored by the City on June 15th was a success. There were

45 firearms that were unwanted and surrendered. Thanked Council Member Steirer, former Council Member Reid-Vanas, Chief Sonstegard and numerous staff members for all the work they put into the Mental Health plan. Expressed her sadness in seeing Chief Sonstegard leaving Edgewater. Thanked Robert, Court Administrator for working and connecting with the Homeless Navigator. Gave a shoutout to Kit for his work on the bike detection signal at 25th Ave going east towards Sheridan. Has heard many comments from cyclists and how it feels safer in that area. Drives down Pierce St. so her daughter can see the student drop off for school. Erica, Edgewater SRO, is there in the mornings directing traffic, or chatting with the students. Appreciates the work that Public Works has done there.

Council Member Valdez - Thanked Kalah and Kit for their presentations. Since she is new to the Council, she found them to be very informative. She didn't realize all the work that they do, and it is amazing to see them tackling so many different things at the same time. Appreciates all the work that they all do.

Council Member Janda – Also thanked everyone for their hard work tonight. Is grateful to Jocelyn and the team who work so hard on the Comprehensive plan. The plan does reflect the values she sees and hears about among the community. Thinks they did a beautiful job on that. Today is National Voter Registration Day. Make sure you are registered, if you've recently moved to Edgewater or out of Edgewater. Excited for the Hometown Festival this weekend. Will also be celebrating her brother's 50th birthday this weekend. Congratulations to Meghan, the new Mental Health coordinator. Excited about the new pilot program and appreciate the staff's hard work. Congratulated Officer Santti on her Community Service Award. Thanked Chief Sonstegard for his contributions to Edgewater.

Mayor Conklin – Wanted to mention that a member of the public wanted to make some virtual comments tonight during some of the agenda items. During the break, he will verify what the rules or procedure says in terms of virtual comments. After break, we will clarify that to ensure we are all on the same page. Thank everyone in advance who attends the Hometown Festival this upcoming weekend. Same day, Jamming on the Jetty is happening at Sloan's Lake. If anyone has questions about vote by mail, the authenticity, how ballots are treated, or what happens in the process, he encourages everyone to tour the Jefferson County Election facility. Tours run from October 7th to November 4th and you can register at the Jefferson County Clerk and Recorder's website. Will be attending the Jeffco Economic Development Board meeting tomorrow. Appreciates the opportunity he was given to represent Edgewater with this group. It is fun to hear others perspective on how cool Edgewater is. The know the area, restaurants and establishments here. Twenty nine members of that group traveled to Detroit last week. The key topics of that trip were workforce development and public/private partnerships. Also hosted

five of Jeffco's Mayors for lunch in Edgewater. It was great showing them 25th Ave and spent time at a local brewery talking about what the Sheridan corridor project is going to be. Thanked staff for all they do. Thanked Jocelyn for all she has done with the comprehensive plan. Looking forward to what that plan as a guiding document can do for Edgewater as we continue the conversation about a lot of the things that may be on the horizon.

ITEM 15. Discussion of Upcoming Agendas

ITEM 16. BUSINESS MEETING ADJOURNMENT

Mayor Conklin adjourned the Business Meeting at 8:53 pm

ITEM 17. WORK SESSION CALL TO ORDER - 9:02 pm

ITEM 18. General Business

1. City Council Vacancy Process - 9:03 pm
2. Natural Medicine Business Regulation – 9:38 pm
3. City Manager Review Process – 9:40 pm
4. ~~Code Review – Chapters 1, 2, 4, 6 & 10~~
Due to time constraints, this item was removed from the Agenda, will revisit 11/9/24 and 12/7/24

ITEM 19. Mayor and Council Comments

ITEM 20. WORK SESSION ADJOURNMENT



City Council Agenda Item Form

Agenda Item Number:	Item 6
Title:	Appointing Gina N. Edwards-Hickman as Presiding Municipal Judge
Agenda Date:	<input type="checkbox"/> City Council Workshop: <input checked="" type="checkbox"/> City Council Business Meeting: October 1, 2024
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member: Carmen Beery
Staff Contact:	Name: City Attorney, Carmen Beery Email: Phone:
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: For approval
Topic Description:	Appointing Gina N. Edwards-Hickman as the presiding municipal court judge and approving the associated judicial services agreement
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 checked="" type="checkbox"/> Other:
Financial Impact:	N/A
History/ Background:	After 12 years of service to Edgewater, Judge Cahn resigned his position of the presiding municipal court Judge. Judge Hickman

	was appointed the interim presiding municipal court Judge. After workshopping the options of recruiting or appointing a presiding judge, it was decided to appoint Judge Hickman.

Attachments:

CITY OF EDGEWATER

**RESOLUTION NO. 2024-15
SERIES OF 2024**

A RESOLUTION APPOINTING GINA N. EDWARDS-HICKMAN AS THE PRESIDING MUNICIPAL COURT JUDGE AND APPROVING THE ASSOCIATED JUDICIAL SERVICES AGREEMENT

WHEREAS, pursuant to Section 8.2(1) of the Edgewater Home Rule Charter (“Charter”), the Edgewater Municipal Court (“Court”) shall be presided over by a judge who is an attorney at law admitted to practice in Colorado; and

WHEREAS, after former Presiding Municipal Court Judge Cahn announced his resignation from the position as of May 31, 2024, the Edgewater City Council appointed Judge Gina Edwards-Hickman (“Judge Hickman”) as Interim Presiding Judge as of June 1, 2024; and

WHEREAS, members of the Edgewater City Council have observed and evaluated Judge Hickman in her interim role in the intervening months and collectively wish to retain her services as permanent presiding judge, as further set forth in the Agreement specifying the terms of such service.

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

Gina N. Edwards-Hickman is hereby appointed as the Presiding Judge of the Edgewater Municipal Court. The Judicial Services Agreement between the City and Judge Hickman, attached hereto and incorporated herein by this reference, is hereby approved. The Mayor, City Clerk and City Attorney are authorized and directed to execute the agreement on behalf of the City.

INTRODUCED, READ AND ADOPTED this 1st day of October, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC, City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney

JUDICIAL SERVICES AGREEMENT

For Presiding Municipal Court Judge

THIS AGREEMENT (this “Agreement”) is between the City of Edgewater, a Colorado home rule municipality (“City”) and Gina N. Edwards-Hickman (“Judge”) under which the Judge agrees to provide judicial services by presiding over the Municipal Court of the City of Edgewater (“Court”).

RECITALS

WHEREAS, pursuant to Section 8.2(1) of the Edgewater Home Rule Charter (“Charter”), the Edgewater Municipal Court (“Court”) shall be presided over by a judge who is an attorney at law admitted to practice in Colorado; and

WHEREAS, when former Presiding Municipal Court Judge Cahn announced his resignation from the position as of May 31, 2024, the Edgewater City Council appointed Judge Edwards-Hickman as Interim Presiding Judge as of June 1, 2024; and

WHEREAS, in the intervening months, members of the Edgewater City Council have observed the Judge perform as interim presiding judge to evaluate her qualification and suitability to fill the role on a permanent basis; and

WHEREAS, the Council finds that the Judge possesses the necessary qualifications and characteristics to permanently preside over the Court and further wishes to enter into an agreement securing her services to do so, as further set forth herein.

NOW, THEREFORE, the City and the Judge agree as follows:

AGREEMENT

1. Scope of Judicial Services. The Judge shall serve as the Presiding Municipal Court Judge for the Edgewater Municipal Court

2. Powers and Duties.

a. The Judge shall have all judicial powers and duties as provided in the City’s Charter and ordinances and in the Colorado Revised Statutes applicable to municipal judges, except as otherwise provided by Charter or ordinance.

b. The Judge is hereby authorized to issue local rules of procedure consistent with the Municipal Court Rules as promulgated by the Colorado Supreme Court.

c. The Judge is hereby authorized to exercise contempt powers, and enforce subpoenas issued by any board, commission, hearing officer, or other body or officer of the City authorized by law or ordinance to issue subpoenas, and all other powers inherent with the office.

3. Term. The Judge’s term shall commence on September 17, 2024, and shall expire ninety (90) days after the commencement of the term of the Mayor elected at the City’s regular

municipal election conducted in November of 2025 or as soon thereafter as a successor shall be duly appointed by the City Council.

a. Resignation. The Judge agrees to give the City at least forty-five (45) days' written notice of her intent to resign her position as judge.

b. Removal for Cause. The Judge may be removed from office by a vote of at least four (4) Council members finding, by a preponderance of the evidence, that cause for the Judge's removal exists as is specified in the state statues applicable to the removal of municipal judges and for any other conduct that would constitute a violation of the Colorado Code of Judicial Conduct, as from time to time amended, if committed by a judge subject to such code.

4. Compensation. The City will pay the Judge, subject to standard withholdings and deductions, if any, for judicial services rendered under this Agreement, the sum of One Hundred and Fifty Dollars (\$150) per hour of service or fraction thereof.

The Judge shall invoice the City for services rendered at regular intervals, not less than once per month. The invoice shall specify the time spent and tasks performed each day of billed services. The City shall pay such invoices within thirty (30) days of receipt. The Judge's compensation is not dependent upon the outcome of matters decided by the Judge.

5. Repeal of Other Judicial Agreements. This Agreement is intended to supersede, repeal and effectively terminate all other existing agreements between the parties concerning the provision of judicial services to the Court, whether as presiding or deputy judge. The Parties recognize and agree that all such other agreements are, as of the effective date of this Agreement, null and void.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state of Colorado.

7. Amendment. This Agreement may be amended only by a written instrument signed by both of the parties hereto. No rights under this Agreement may be waived except by an instrument in writing signed by the party sought to be charged with such waiver.

8. Entire Agreement. This Agreement is the Judge's entire agreement with the City.

Executed to become EFFECTIVE as of the 1st day of October, 2024.

CITY OF EDGEWATER

Steve Conklin, Mayor

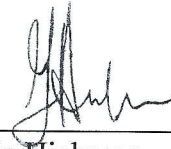
ATTEST:

Lenore Pedroza, MMC, City Clerk

Approved as to Form:

Carmen Beery, City Attorney

JUDGE



Gina N. Edwards-Hickman



City Council Agenda Item Form

Agenda Item Number:	Item 19(1)
Title:	West Metro Fire Protection District Update
Agenda Date:	<input type="checkbox"/> City Council Workshop: <input checked="" type="checkbox"/> City Council Business Meeting: 10/01/24
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 checked="" type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other:
Topic Description:	Update from Chief Lombardi from West Metro Fire Protection District.
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:	None at this time.
Staff Impact:	No additional staff impact at this time.
History/ Background:	West Metro Fire Protection District provides fire and paramedic services to Edgewater. Chief Lombardi will be present to provide City Council and the community a update.
Staff Analysis/Information:	None at this time.

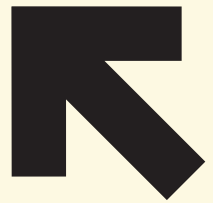
Attachments:



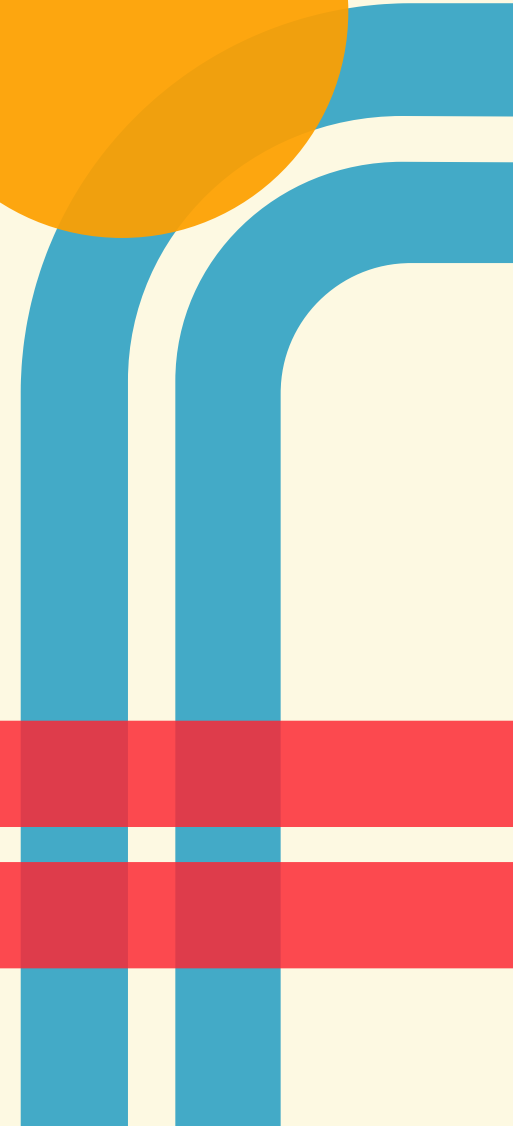
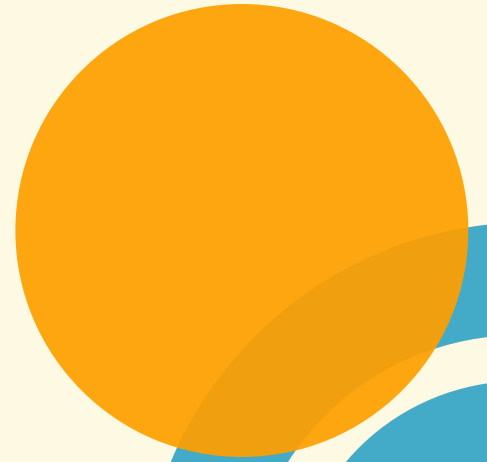
City Council Agenda Item Form


Agenda Item Number:	Item 9(2)
Title:	Community Development Department Update
Agenda Date:	<input type="checkbox"/> City Council Workshop: <input checked="" type="checkbox"/> City Council Business Meeting: October 1, 2024
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member: Jocelyn Mills
Staff Contact:	Name: Jocelyn Mills Email: jmills@edgewaterco.com Phone: 720.763.3053
Type:	<input type="checkbox"/> Open Discussion for direction <input checked="" type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other:
Topic Description:	Presentation on Community Development
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:	N/A
History/ Background:	It is a presentation to City Council on the department.

Attachments: Community Development Presentation



Community Development



A decorative graphic featuring a green line that starts from the left, curves down, and then continues horizontally. A blue line starts from the bottom, curves up, and then continues horizontally, overlapping the green line. A red line starts from the top right and curves down. An orange circle is positioned on the left side of the green line. Two black dots are placed on the green line: one at the top curve and one at the bottom curve where it meets the blue line.

The purpose of the Community Development Department is to support a healthy and sustainable built environment, economic vitality, community wellbeing, and, social equity and opportunity, for our residents and businesses.



Our team



Jennifer Schartz

Community Development Manager



Dan Wester

CBO/Safebuilt



Joseph Rodello

Neighborhood Compliance Coordinator



Steve Franz

Neighborhood Compliance Assistant



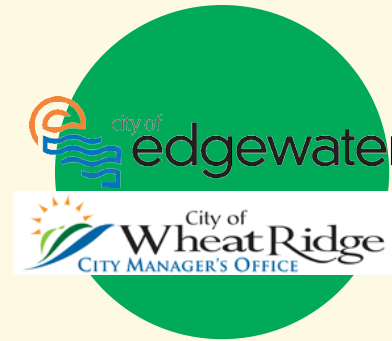
Shaima Shahbaz

Sustainability Coordinator/Planner



Kory Kolar

COE/WR Housing Navigator



Maddy Horgan

COE/WR Homeless Navigator



Meghan Murphy

Mental Health Coordinator

Services

Bldg/Planning/Biz Support

Neighborhood Compliance

Sustainability

Homeless Navigation

Mental Health



Building/Zoning



Development Review meetings

Zoning reviews

Building Permitting Services

Contractor Licensing

2025:

*** Bldg Code update**

*** All guides Spanish & English**

*** Online interactive GIS address/zoning map**



Planning

Liaison to P/Z & BOA

Comp Plan project

ULI Tap – 2401 Sheridan

Housing – Prop 123 support

2025:

- **Zoning/Subdivision Codes Update**
- **5440 W 25th / Housing**
- **Sheridan Blvd Plan w Comm Services & CDOT**
- **Wayfinding w Parks/Rec**





Business Support

New Business Welcome Program

Biz Support Newsletter

Shop Edgewater/Open Rewards

West Metro Chamber & SBDC Network

2025:

- **Revise Welcome Program**
- **Promotion of Shop Edgewater**
- **Regional Partnerships**

Shop Edgewater!
Small Town, Big Rewards





Neighborhood Compliance

Friendly reminders, Educate & enforce

Seasonal campaigns

Edgewater Excellence program

Tenant Complaint process

2025:

- **Expand Edgewater Excellence**
- **Connect with Renters**
- **Coffee & Conversation**
- **All resources in Spanish & English**





Edgewater Excellence





Sustainability



Liaison to the Sustainability Board

Educational Seminar Series

Urban Forest Master Plan

Water-Wise Landscape Review

PIE – Energy Audits

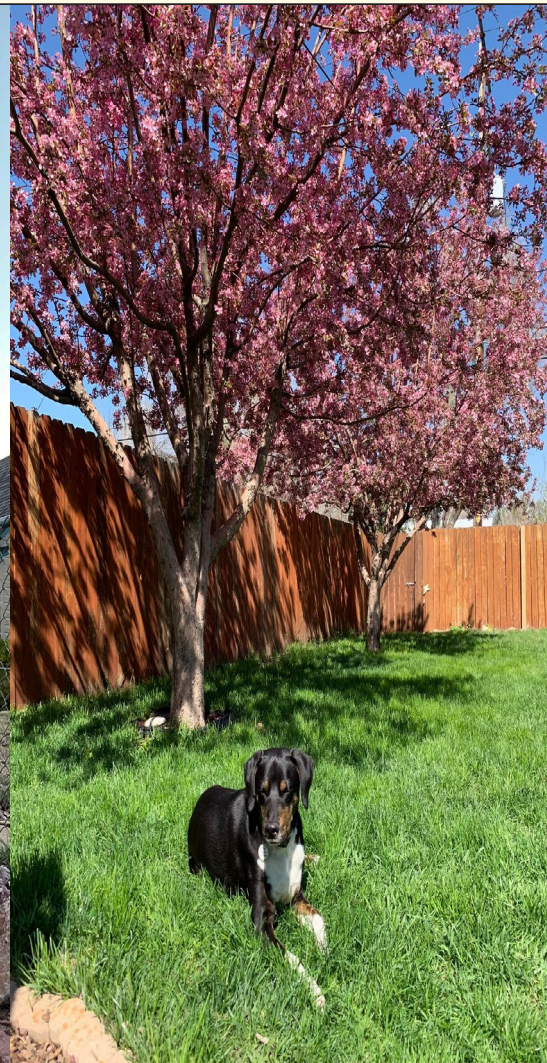
EV Action Plan

2025:

- **Urban Forest – implementation**
- **Green Business/Composting pilot**
- **'24-25 – Sustainability Plan Update**



Tree Contest Photos





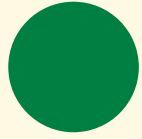
Homeless Navigation

Partner with WR on this program

- Wednesdays in the community
- Attend court & coordinate w prosecutor.
- Provide resources (blankets, socks, hats, hand warmers) for PD in colder moz

**2025 – Integrate w library staff
and civic center front line staff
to support unhoused individuals**





Mental Health

Three focuses:

- ***Co-responder for PD***
- ***Support city staff***
- ***Support the community***

Coordinate with JCRT (Jeffco Community Response Team)

Resource card (staff; community; businesses)

2025:

- **Listening**
- **Implement Mental Health Plan**
- **Coordinate with other professionals in region**



The background features several thick, rounded lines in green, blue, and red. A green line starts from the left, curves down, and then continues horizontally. A blue line starts from the bottom, curves up, and then continues horizontally, overlapping the green line. A red line starts from the top right and curves down. There are two black dots: one on the green line and one on the blue line. A solid orange circle is positioned on the left side of the image.

Community Development

Thank you



City Council Agenda Item Form

Agenda Item Number:	Item 9(3)
Title:	Annual Parks and Recreation Presentation
Agenda Date:	<input checked="" type="checkbox"/> City Council Workshop: 10/1/24 <input type="checkbox"/> City Council Business Meeting:
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member:
Staff Contact:	Name: Amber Magee Email: amagee@edgewaterco.com Phone: 72—763-3010
Type:	<input type="checkbox"/> Open Discussion for direction <input checked="" type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other:
Topic Description:	Annual Presentation
Plan Alignment:	<input type="checkbox"/> Council Strategic Plan: Housing <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:	N/A
Staff Impact:	N/A
History/ Background:	Annual update about the state of the Parks and Recreation Department.
Staff Analysis/Information:	A comprehensive look at the 2024 year, projects for the 4 th quarter and looking ahead to 2025.

Attachments: Canva presentation will be provided at the meeting.



City Council Agenda Item Form

Agenda Item #:	Item 10
Agenda Item Title:	JeffCo Regional SWAT IGA
Agenda Date:	<input checked="" type="checkbox"/> City Council Workshop: October 1, 2024 <input type="checkbox"/> City Council Business Meeting:
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member: Eric S. Sonstegard, Chief of Police
Staff Contact:	Name: Eric S. Sonstegard Email: esonstegard@edgewaterpd.com Phone: 720-763-3040
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/ Presentation <input type="checkbox"/> Policy Change/ Addition/ Deletion <input checked="" type="checkbox"/> Resolution Approval <input type="checkbox"/> Contract Approval <input type="checkbox"/> Other:
Brief Topic Description:	This is an amended agreement between JeffCo Sheriff's Office, Arvada PD, Edgewater PD, and Golden PD that updates the original 1996 agreement that established a collective SWAT team.
Financial Impact:	Annual equipment & overtime expenses when Edgewater PD has an officer assigned to the team (position currently vacant)
History/ Background:	This is just a "clean-up" of a 28-year old IGA to clarify new language and signatories.
Staff Information:	n/a

Attachments:

241001 Amended JeffCo SWAT IGA

CITY OF EDGEWATER
RESOLUTION NO. 2024-17
SERIES OF 2024

A RESOLUTION APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY, THE JEFFERSON COUNTY LAW ENFORCEMENT AUTHORITY, AND THE CITIES OF ARVADA AND GOLDEN TO ESTABLISH THE JEFFERSON COUNTY REGIONAL SPECIAL WEAPONS AND TACTICS TEAM (“JCRS”)

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of cost of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by CRS § 29-1-203; and

WHEREAS, the City of Edgewater (“City”), the Jefferson County Law Enforcement Authority and the cities of Golden and Arvada are each respectively authorized to lawfully provide, establish, maintain, and operate law enforcement and other emergency services; and

WHEREAS, each such agency maintains emergency equipment to be utilized in exceptional instances when other than standard police procedures and weapons are required; and

WHEREAS, contiguous boundaries often result in more than one law enforcement agency becoming involved in the response to certain emergencies; and

WHEREAS, emergencies may arise in one jurisdiction which is of such intensity and duration as to place greater demands on that jurisdiction's personnel and equipment than the jurisdiction can handle; and

WHEREAS, the aforementioned Jefferson County jurisdictions desire to maintain uniform equipment, training, policies, procedures, and personnel standards, pertaining to tactical teams, so that each may have the service of the others to aid and assist it in exceptional instances when other than standard police procedures and weapons are required; and

WHEREAS, said jurisdictions have prepared an amended and restated agreement to govern and implement a Jefferson County Regional Special Weapons and Tactics team (“JCRS”); and

WHEREAS, the Edgewater City Council (“Council”) finds and determines that being a member party to the JCRS IGA would provide the City, its residents, business owners and visitors with coordinated emergency law enforcement response services that the City would not be equipped to provide on its own; and

WHEREAS, the Council therefore finds that it furthers the public health, safety and welfare to approve the JCRS IGA and become a member party thereto; and

WHEREAS, Edgewater Home Rule Charter Section 19.9 requires the Council to approve intergovernmental agreements by resolution.

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

The Amended and Restated Intergovernmental Agreement Between the City, the Jefferson County Law Enforcement Authority, and the Cities of Arvada and Golden to Establish the Jefferson County Regional Special Weapons and Tactics Team (“JCRS”), attached hereto and incorporated herein by this reference, is hereby approved. The Mayor and City Clerk are authorized to execute the same.

INTRODUCED, READ AND ADOPTED this 1st day of October, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC
City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney

**AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY
AND BETWEEN THE JEFFERSON COUNTY LAW ENFORCEMENT
AUTHORITY, THE COUNTY OF JEFFERSON BY AND ON BEHALF OF THE
JEFFERSON COUNTY SHERIFF'S OFFICE, AND THE CITIES OF ARVADA,
EDGEWATER, AND GOLDEN TO ESTABLISH A COLLECTIVE SPECIAL
WEAPONS AND TACTICS TEAM (SWAT)**

- 1.0** **PARTIES.** This Amended and Restated Intergovernmental Agreement by and between the Jefferson County Law Enforcement Authority, the County of Jefferson by and on behalf of the Jefferson County Sheriff's Office, and the cities of Arvada, Edgewater, and Golden to Establish a Collective Special Weapons and Tactics Team (SWAT) ("Agreement") is made and entered into by and between the Jefferson County Sheriff's Department and the cities of Arvada, Edgewater, and Golden (hereinafter referred to as the "Parties").
- 2.0** **ORIGINAL AGREEMENT OF NO FURTHER EFFECT.** This Agreement amends, restates, and supersedes in its entirety the Intergovernmental Agreement by and between the Jefferson County Law Enforcement Authority, Jefferson County, the Jefferson County Sheriff's Department and the cities of Arvada and Golden to Establish a Collective Special Weapons and Tactics Team (SWAT), as amended, dated July 15, 1996 ("Original Agreement"). Upon execution of this Agreement by all Parties, the Original Agreement shall be of no further effect.
- 3.0** **RECITALS.**
- 3.1 Intergovernmental agreements to provide functions or services, including the sharing of cost of such services or functions by political subdivisions of the State of Colorado, are specifically authorized by § 29-1-203, C.R.S.
- 3.2 The Parties hereto are each authorized to lawfully provide, establish, maintain, and operate law enforcement and other emergency services.
- 3.3 The Parties hereto maintain emergency equipment to be utilized in exceptional instances when other than standard police procedures and weapons are required.
- 3.4 Contiguous boundaries often result in more than one law enforcement agency becoming involved in the response to certain emergencies.

3.5 Emergencies may arise in one or another of the jurisdictions of the Parties which is of such intensity and duration as to place greater demands on that jurisdiction's personnel and equipment than the jurisdiction can handle.

3.6 The Parties desire to maintain uniform equipment, training, policies, procedures, and personnel standards, pertaining to tactical teams, so that each may have the service of the other Parties to aid and assist it in exceptional instances when other than standard police procedures and weapons are required.

3.7 The Parties desire to establish and implement a Jefferson County Regional Special Weapons and Tactics team (hereinafter referred to as "JCRS").

3.8 Other Parties who provide similar services and maintain similar equipment may, in the future, desire to be included in this Agreement.

3.9 Establishment of the JCRS through an intergovernmental agreement provides a public purpose and will promote the safety, security, and general welfare of the inhabitants of the cities of Arvada, Edgewater, and Golden, and Jefferson County, as well as any other political subdivision to which Jefferson County Sheriff's Office may respond.

4.0 SWAT TEAM.

4.1 Article 5, Title 29, C.R.S., as amended, is incorporated herein by this reference. The statute shall control in the event of a conflict between the statute and this Agreement.

4.2 It is understood and agreed that this Agreement is intended to facilitate cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so, and, except as set forth herein, this Agreement does not authorize any Party to act for any purpose whatsoever, nor does this Agreement establish any employee of any Party as an agent of any other Party for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the Parties toward the establishment of a common mutual goal, said goal being the cooperative development of JCRS to be utilized in exceptional instances when other than standard police procedures and weapons are required.

4.3 For and in consideration of the promises of the Parties, each Party agrees, subject to the limitations herein set forth, to aid and assist the other by causing and permitting its law enforcement personnel and its equipment to be used in responding to emergencies and exceptional instances which occur in the jurisdiction of the other such as, but not limited to, barricaded armed individuals, hostage situations, execution of high risk warrant service, riotous crowd control, threat of potential sniper activities, terrorist

incidents, or other exceptional instances when other than standard police procedures and weapons are needed in the jurisdiction served by one Party which are beyond the control of the police department or sheriff's office of that Party. The need for such aid and assistance shall be determined by the Chief of Police or Sheriff or either's designee requesting assistance, and upon such a request, the Parties agree that JCRS may respond as it deems appropriate. It is understood and agreed that each Party shall maintain appropriate personnel and funding in support of this Agreement

4.4 Each Party shall implement the provisions of this Agreement by establishing uniform policies and procedures concerning equipment, training, and personnel standards for officers who will be assigned to JCRS - subject to the following limitations:

a. It is understood and agreed that such mutually agreed upon policies and procedures shall require that each Party shall maintain a level of personnel and equipment necessary to safely and effectively deploy JCRS during exceptional instances when other than standard police procedures and weapons are required to meet its obligations under this Agreement. It is understood that vacancies may occur during transitional periods.

b. Officers assigned or appointed to the tactical, canine, or negotiator team portion of JCRS, or any other personnel who are assigned to assist in JCRS operations as may be determined by the Governing Board, shall successfully complete an initial psychological examination designed for the selection of JCRS members and must agree to release of the results of such psychological examination to the Parties' Chiefs of Police and Sheriff. Following a major critical incident, or for any other reason deemed necessary by an assigning Party, personnel assigned or appointed to the JCRS may be required to successfully complete a psychological examination as determined by the affected personnel's Sheriff or Chief of Police. This examination will be conducted by a qualified mental health provider designated by the affected personnel's Sheriff or Chief of Police.

c. Officers assigned or appointed to the tactical team portion of JCRS shall successfully pass and maintain agreed upon performance standards such as firearm qualifications and physical fitness standards. All JCRS members shall maintain all other mutually agreed upon performance standards.

d. No personnel will be assigned to the JCRS until approved by the sponsoring Party's Sheriff or Chief of Police. Personnel may resign or be removed from the JCRS by personal choice or by directive from that Party's Sheriff or Chief of Police. Personnel assigned to the JCRS will be deputized by the Sheriff, which action will remain in effect only while those personnel are assigned to the JCRS.

e. The forms utilized by all personnel assigned to JCRS to record activities pursuant to JCRS involvement shall be those forms developed and approved by JCRS Commanders.

f. As determined by the location of a JCRS incident, all evidence and property, will be collected and maintained by the agency having jurisdiction.

Notwithstanding the foregoing, irrespective of the location of a JCRS incident, each Party shall maintain the body worn camera footage of its JCRS personnel in accordance with its policies and applicable law.

g. Each officer assigned to JCRS shall be provided usual personal equipment and weaponry required for the execution of law enforcement duties by their respective agencies.

h. Officers assigned to JCRS shall be subject to the supervision of the supervisory and command personnel assigned to JCRS regardless of which Party assigned the supervisor or officer to JCRS.

i. It is understood and agreed that, should disciplinary action be required as a direct result of an officer's involvement or participation in JCRS, disciplinary action shall be the responsibility of the officer's respective agency.

j. It is understood and agreed that the requesting agency shall command the incident and JCRS shall command the tactical aspects.

k. A governing board shall be created to establish policies, rules and procedures, and promulgate such, and oversee operational and administrative matters of concern to the JCRS, referred to as the "Governing Board." The Governing Board shall include the Chief of Police of each City or their designee, and the Sheriff of Jefferson County. The Governing Board shall meet quarterly or upon proper notice to the Governing Board's members. Attendance of 50% or more of active Governing Board members at any scheduled or duly noticed meeting shall constitute a quorum for voting purposes.

5.0 FUNDING.

5.1 Each Party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement.

5.2 Parties acknowledge and agree that all payment obligations under this Agreement are current expenditures of Parties, payable in the fiscal year for which funds are appropriated for the payment thereof. Parties' obligations under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect

debt or other financial obligation of Parties within the meaning of Article X, Section 20 of the Colorado Constitution.

6.0 INSURANCE/LIABILITY.

6.1 Parties shall, at their own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation insurance or adequate self-insurance funds.

6.2 The Parties shall, at their own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension or amendment of this Agreement, insurance in such amount as necessary to comply with the limitations set forth in the provisions of the Colorado Governmental Immunity Act (C.R.S., 24-10-101 *et. seq.*) as well as Law Enforcement Professional liability insurance with no less than a \$1,000,000 general aggregate limit, to insure against any liability assumed by the Parties pursuant to the provisions of this Agreement. The type and amount of such insurance shall be that which is customarily obtained for similar projects by other professionals engaged in the same field and type of work as the Parties and in accordance with generally-accepted professional practices. The Parties shall not be relieved of any liability assumed pursuant to the Agreement by reason of their failure to secure insurance as required by this Agreement or by reason of their failure to secure insurance in sufficient amounts, sufficient durations, or sufficient types to cover such liability. Each Party shall be responsible for the acts and omissions of its own officers assigned to JCRS and shall not be responsible for the acts or omissions of other JCRS members except to the extent the provisions of § 29-5-108, C.R.S. control.

6.3 None of the Parties waive its rights, defenses or immunities provided by the Colorado Governmental Immunity Act, or as otherwise provided by law.

7.0 INDEPENDENT STATUS. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

8.0 TERMINATION/WITHDRAWAL.

8.1 Any Party hereto may terminate its participation in this Agreement with or without cause upon one hundred eighty (180) days prior written notice to each of the others.

8.2 On one hundred eighty (180) days prior written notice, any Party shall have the right to withdraw its participation from this Agreement in the event that its governing body does not appropriate, budget, or otherwise make funds available for the purpose of performing under this Agreement, or in the event that any court of competent jurisdiction

determines that this Agreement, or any portion thereof, is in violation of Section 20, Article X, of the Colorado Constitution.

8.3 Any withdrawal/termination in accordance with the provisions of this Section 8.0 shall not be considered a breach of this Agreement. Any such withdrawal/termination shall terminate the obligations of the withdrawing Party only.

8.4 Upon receipt of notice provided in this Section 8.0, the remaining Parties may terminate this Agreement by written agreement. If at any time there is only one Party to this Agreement remaining, or if only the Jefferson County Law Enforcement Authority and the Jefferson County Sheriff's Office remain, then this Agreement shall automatically terminate.

9.0 INTEGRATION, AMENDMENT, SEVERABILITY, PERIODIC REVIEW.

9.1 Cities situated partly or wholly within Jefferson County who wish to join this Agreement may do so by amendment to this Agreement approved by each of the Parties to this Agreement. The Parties are authorized to amend this Agreement to accommodate additional agencies wishing to join in the Agreement.

9.2 This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

9.3 The Parties agree that the Governing Board shall review the terms of this Agreement not less than once every five years for any necessary amendments due to changes in applicable law or for other reasons as the Parties may agree.

10.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

11.0 ASSIGNMENT. This Agreement shall not be assigned by any Party.

12.0 BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective legal representatives.

13.0 NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third Party on such Agreement. It is the express intention of Parties that any person other than

Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

14.0 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 electronic, certified, or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the electronic or physical address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when electronically transmitted, or deposited in the United States mail.

15.0 PARAGRAPH CAPTION. The captions of the paragraphs are set forth only 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.

16.0 EXECUTION IN COUNTERPARTS, ELECTRONIC SIGNATURES. This Agreement may be executed by Parties with separate signature pages, or by electronic signature.

DATED this _____ day of _____, 2024.

CITY OF ARVADA

Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002
lsimpson@arvada.org

ATTEST:

Kristen Rush, City Clerk
kristen@arvada.org

APPROVED AS TO FORM:

Rachel Morris, City Attorney

By: _____
Sr. Asst. City Attorney
ajacks@arvada.org

CITY OF GOLDEN

Laura Weinberg, Mayor
911 10th Street
Golden, CO 80401

ATTEST:

APPROVED AS TO FORM:

Monica Mendoza, City Clerk

Sandra Llanes, City Attorney

CITY OF EDGEWATER

Steve Conklin, Mayor
1800 Harlan St.
Edgewater, CO 80214
sconklin@edgewaterco.com

ATTEST:

APPROVED AS TO FORM:

Lenore Pedroza, City Clerk
lpedroza@edgewaterco.com

Carmen Beery, City Attorney
cbeery@mdbrlaw.com

**JEFFERSON COUNTY
LAW ENFORCEMENT AUTHORITY**

Leslie Dahlkemper, Chairman
Board of County Commissioners
100 Jefferson County Parkway
Golden, CO 80419

APPROVED AS TO FORM:

Kurtis Behn, County Attorney

**JEFFERSON COUNTY, BY AND ON BEHALF
OF THE JEFFERSON COUNTY SHERIFF'S OFFICE**

Regina Marinelli, Sheriff
200 Jefferson County Parkway
Golden, CO 80419

APPROVED AS TO FORM:

Kurtis Behn, County Attorney



City Council Agenda Item Form

Agenda Item #:	Item 11
Agenda Item Title:	JeffCo Community Response Team (JCRT) IGA
Agenda Date:	<input checked="" type="checkbox"/> City Council Workshop: October 1, 2024 <input type="checkbox"/> City Council Business Meeting:
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member: Eric S. Sonstegard, Chief of Police
Staff Contact:	Name: Eric S. Sonstegard Email: esonstegard@edgewaterpd.com Phone: 720-763-3040
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/ Presentation <input type="checkbox"/> Policy Change/ Addition/ Deletion <input checked="" type="checkbox"/> Resolution Approval <input type="checkbox"/> Contract Approval <input type="checkbox"/> Other:
Brief Topic Description:	<p>This is an agreement between the Jeffco Community Crisis Response Pilot Program and ten (10) parties to include the City of Edgewater to pilot a crisis response program <i>“to enhance community members’ overall health and wellness through fiscally responsible and resource-responsible initiatives.”</i></p>
Financial Impact:	No financial impact
History/ Background:	A presentation by JCRT staff was provided to City Council on 9/17/2024.
Staff Information:	n/a

Attachments:

CITY OF EDGEWATER
RESOLUTION NO. 2024-18
SERIES OF 2024

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) CONCERNING THE JEFFCO COMMUNITY CRISIS RESPONSE PILOT PROGRAM

WHEREAS, agreements between and among governmental and other public entities to cooperatively provide functions or services each are legally authorized to provide are specifically authorized by CRS § 29-1-203; and

WHEREAS, the City of Edgewater (“City), the Jefferson County Sheriff’s Office, the West Metro Fire Protection District d/b/a West Metro Fire Rescue, the Jeffcom Regional Communications Center (Jeffcom), Intermountain Health, the Jefferson Center For Mental Health (JCMH); Jefferson County Public Health (JCPH), and the municipalities of Mountain View, Lakeside and Wheat Ridge each play a role in the provision of first responder services to 9-1-1 calls within their respective jurisdictions; and

WHEREAS, such emergency calls often involve persons in crisis in addition to or in lieu of persons committing crimes, with recent studies indicating that over thirty percent (30%) of law enforcement calls for service do not need police resources, but rather mental health navigation and low-acuity medical care; and

WHEREAS, the aforementioned entities recognize that their geographic proximity results in many calls for service that implicate cross-boundary populations and issues; and

WHEREAS, the aforementioned entities further recognize the value of pooling their respective resources and commitments to provide a licensed mental health clinician and EMS personnel (community paramedic) as a part of the response team to 9-1-1 calls that likely require services for persons in crisis rather than (or in addition to) law enforcement services; and

WHEREAS, the Edgewater City Council (“Council”) finds that Jefferson County-area law enforcement has seen a significant increase in crisis response calls involving mental health, behavioral health, homelessness, economic hardship, and substance abuse/addiction, and the Denver metro-area homeless population is 17% higher than the national average; and

WHEREAS, the Council further finds that community-based crisis response programs, such as the provision of a response team that includes a mental health provider and a paramedic, are being utilized nationwide with great success and have proven to be a safe and effective service model to address the needs of individuals in crisis; and

WHEREAS, the aforementioned Jefferson County area entities have prepared and propose a memorandum of understanding to establish and conduct a pilot program of the JeffCo Community Crisis Response team (“JCCR”), a regional, multidimensional, community-based service team that specializes in mobile crisis response, pre-arrest diversion, homeless outreach and navigation, crisis case management, and care coordination services; and

WHEREAS, the Council finds that participating in the JCCR pilot program, as set forth in the agreement, would significantly further the public health, safety and welfare of persons in and around the City by more efficiently and directly providing resources to those experiencing emotional, psychiatric, and substance use disorders or complex social needs impacting their quality of life; and

WHEREAS, Edgewater Home Rule Charter Section 19.9 requires the Council to approve intergovernmental agreements by resolution.

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

The Memorandum of Understanding Regarding the Jeffco Community Crisis Response Pilot Program, attached hereto and incorporated herein by this reference, is hereby approved. The Mayor and City Clerk are authorized to execute the same.

INTRODUCED, READ AND ADOPTED this 1st day of October, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC
City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney

**Memorandum of Understanding
Regarding
Jeffco Community Crisis Response Pilot Program**

1. PARTIES. This Parties to this Memorandum of Understanding regarding Jeffco Community Crisis Response Pilot Program (MOU) are the **JEFFERSON COUNTY SHERIFF'S OFFICE (JCSO)**; **WEST METRO FIRE PROTECTION DISTRICT** d/b/a West Metro Fire Rescue (WMFR); **JEFFCOM REGIONAL COMMUNICATIONS CENTER** (JeffCom); **TOWN OF MOUNTAIN VIEW** represented by its Police Department (MVPD); **TOWN OF LAKESIDE** represented by its Police Department (LSPD); **TOWN OF EDGEWATER** represented by its Police Department (EPD); **TOWN OF WHEAT RIDGE** represented by its Police Department (WRPD); **INTERMOUNTAIN HEALTH**; **JEFFERSON CENTER FOR MENTAL HEALTH (JCMH)**; and **JEFFERSON COUNTY PUBLIC HEALTH (JCPH)**.

2. COMMUNITY BACKGROUND. Jefferson County is comprised of ten municipalities with a total population of 576,143. The Jefferson County community is served by 13 different law enforcement agencies which collectively encompass over 1,500 peace officers, and 14 fire protection districts consisting of over 1,000 firefighters and EMS staff. Of those thirteen law enforcement agencies, only five collaborate with mental health professionals in their response to calls for service involving persons in crisis.

Jefferson County law enforcement has seen a significant increase in crisis response calls involving mental health, behavioral health, homelessness, economic hardship, and substance abuse/addiction. The Denver metro-area homeless population is 17% higher than the national average. With less than 40% of Jefferson County law enforcement participating in a mental health response program, providing the level of service Jefferson County community members demand is not achievable under current practice. Community-based crisis response programs are being utilized nationwide with great success and have proven to be a safe and effective service model to address individual needs. Community-based response differs from police co-responder models in that a licensed mental health clinician is partnered with EMS personnel (community paramedic) to better address the needs of the individual in crisis. This not only frees up law enforcement resources for priority calls involving victims of crime but also frees up paramedic and ambulance resources that typically field the low acuity medical calls involving mental health. Recent studies have shown that over 30% of law enforcement calls for service do not need police resources, but rather mental health navigation and low-acuity medical care.

In furtherance of Jefferson County's dedication to service, enhancing the efficacy of crisis response is imperative. Due to the local government framework of Jefferson County, agency mental health response programs work independently from one another to address the multitude of crises within their respective jurisdictions. While agency intentions are pure in this regard, there may be significant breakdowns in communication between jurisdictions which often leads to city boundaries acting as artificial barriers to services. Employing a community-based crisis response program is a fiscally responsible and resource-responsible approach to serving Jefferson County's population who have unmet mental health care needs. To ensure a robust program design, the parties desire that a comprehensive pilot program be constructed and launched.

FOR OFFICIAL USE ONLY

3. MISSION. The Jeffco Community Crisis Response (JCCR) mission is to enhance community members' overall behavioral health and wellness through fiscally responsible and resource-responsible initiatives. We achieve this through an innovative service model that promotes partnerships, sustainability, and a compassionate approach to mental and behavioral health. Every member of our community should be empowered to become the best version of themselves by having access to culturally competent response resources, care services, and treatment avenues to address their individual needs.

4. PILOT PROGRAM PURPOSE. The purpose of this MOU is to conduct a pilot program for a minimum of twelve months and then for the parties to determine the viability of the program's permanency. The JCCR is a regional, multidimensional, community-based service team (CBR – Community-Based Response) that specializes in mobile crisis response, pre-arrest diversion, homeless outreach and navigation, crisis case management, and care coordination services. It provides resources for adults who are experiencing emotional, psychiatric, and substance use disorders or complex social needs impacting their quality of life.

5. SERVICE MODEL. The pilot program boundaries shall fall within the already established special district boundaries of the West Metro Fire Protection District. The service model includes field crisis assessments, referrals, short-term care management, and behavioral health to primary care gap services for individuals across the defined pilot region. The JCCR also provides community education, individual outreach, neighborhood outreach, behavioral health consultation, and short-term support for active crises, along with law enforcement/EMS co-response and intervention support for our partner agencies and community organizations.

6. TERM. The pilot program will commence on _____, 2024, and expire on _____, 2025. The parties may determine to extend the MOU by written agreement prior to its expiration date.

7. TERMINATION AND WITHDRAWAL. The parties may agree in writing to terminate this MOU prior to its expiration date. Any individual party may give ninety (90) days' notice of withdrawal from this MOU. If such notice of withdrawal is provided by either Lead Agency, then the MOU shall terminate. If such notice is provided by any other party, then the MOU shall continue under its terms.

8. LEAD AGENCIES. The parties agree that WMFR, JCPH, and JCSO shall be the Lead Agencies for the pilot program.

9. PROGRAM MANAGEMENT AND SUPERVISION. Overall management of the JCCR shall be the shared responsibility of the participating Lead Agencies and/or their designees.

The program lead for WMFR, the program lead for JCPH, and the program lead for JCSO may designate ranking member(s) from the participating agencies to work in a supervisory capacity overseeing day-to-day pilot program operations. These designees shall be the Program Management. The Program Management may designate other individual members to perform management tasks, roles, and responsibilities.

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10. ASSIGNMENT TO JCCR BY EMPLOYING AGENCIES AND CONDUCT OF PARTICIPANTS. Each party shall communicate its designated personnel information to the Program Management for coordination of the pilot program.

Conduct undertaken outside the scope of an individual member's JCCR duties and assignments under this MOU shall not fall within the oversight responsibility of any supervisory personnel attached to the program. All JCCR personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies, and employees will continue to adhere to their agency's ethical standards.

The JCCR personnel will continue to report to their respective agency heads for non-pilot program administrative matters not detailed in this MOU.

Continued assignment of personnel to the JCCR will be based on performance, contribution, conduct, and assignments will be at the sole discretion of the Program Management. The WMFR and JCSO leadership will retain the discretion to remove any individual from the JCCR. Conduct violations will be reported to the member's home agency for internal investigation.

11. INDEPENDENT CONTRACTORS. The JCCR shall be authorized to engage independent contractors and consultants for services needed. For the purposes of this MOU and the transactions contemplated hereunder, retaining the services of independent contractors shall not create among the parties a relationship of agency, joint venture, partnership, or employment.

12. CONTROLLING DOCUMENTS. The Pilot Program Protocols will serve as the guiding operational document during the pilot program period. Policies and procedures from each respective party (member agency) will be adhered to during any official action while serving in a pilot program member capacity. Pilot Program Protocols will not supersede any individual agency standard of conduct and/or any oath taken by any participating individual.

13. MEMBERS. Members may work by agreement under the umbrella and authority of their respective employers, herein referred to as a party to the MOU, if authorized to do so by the employer. Members must be current in their certifications and training, and statutorily authorized to act in their employed capacity as a mental health clinician, EMT, firefighter, paramedic, dispatcher, analyst, police officer, or deputy sheriff. No party shall be required to provide members to the pilot program.

14. COMPENSATION. Participating agencies and individual members in the program will not be monetarily compensated by the Program Management or Lead Agencies. Should funding become available and awarded during the pilot timeframe, a monthly reimbursement structure will be built and agreed upon in writing to compensate agencies. When the JCCR receives funding, only Independent Contractors performing work in conformance with their individual contract will be compensated at an agreed upon rate and frequency. For any funding received, WMFR will serve as the fiscal agent.

15. GOVERNING LAW AND VENUE. This MOU shall be governed by the laws, rules, and regulations of the State of Colorado and all applicable federal laws, rules, and regulations. Venue

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for any and all legal actions arising under this MOU shall lie in the District Court in and for the County of Jefferson, State of Colorado.

16. CREDENTIALS. Members will be issued credentials identifying them by name, organization, employee number, and title. Appropriate permissions and access to facilities, vehicles, and databases will be authorized and provided by the Program Management.

17. EQUIPMENT. Each party to this agreement is authorized to provide equipment to their respective members and/or to the pilot program for a specific purpose. Equipment can include, but is not limited to, vehicles, safety equipment, medical equipment, communication devices, electronics, and administrative/office supplies. Equipment will be inventoried and handled with due care by all members who utilize the equipment. All equipment shall remain the property of the agency that authorized its use and shall be insured by such agency. Any items provided by a party in this MOU that sustain damage will be reported immediately to the home agency that provided the equipment. Member agencies will not receive monetary reimbursement for damaged property. For the avoidance of doubt, each party remains responsible for the acts and omissions of their employees regardless of whether such employee is utilizing equipment provided by a separate party.

18. REPORTING. Members of the pilot program will utilize a central reporting system for all daily logs, field activity, and case management. Should alternative systems and databases need to be utilized, the Program Management may provide authorization. The primary record keeper for the duration of the pilot program will be WMFR. All CORA and FOIA requests will be directed to WMFR.

Jefferson County Public Health will assist with a comprehensive data evaluation regarding community risk reduction.

Nothing in this MOU prevents, precludes, or otherwise prohibits the transfer of information between any local government partners and between parties included in this MOU.

19. MEDIA REQUESTS. All media requests regarding the MOU and related pilot program questions shall be directed to the Program Organizers or designated Program Management to ensure consistency of information release.

20. NON-BINDING PARTNERSHIPS. Based on the service model, scope, and mission of this pilot program, along with its ability to enhance the efficacy of services other community organizations provide, the JCCR seeks to create meaningful partnerships with other local governments, non-governmental organizations (NGO's), healthcare providers, and non-profit entities that focus on providing services to address the unmet needs of individuals. In this regard, we welcome and encourage organizations to be a part of this effort to support the overall health and wellbeing of our communities. Organizations that are supporting partners for this mission are not parties to this MOU nor does their support create a joint venture. The parties, individually or as a group, may enter into separate written agreements with these supporting partners.

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The below organizations are currently recognized as partners in this mission. The parties may recognize additional parties.

- Lakewood Police Department;
- Morrison Police Department;
- Arvada Fire Protection District;
- Jefferson County Human Services; and,
- Paragon Connections.

21. INSURANCE AND NO INDEMNIFICATION. Each of the parties shall maintain insurance or self-insurance adequate to protect such party from liabilities arising from the performance of such party's obligations under this MOU. Such insurance shall cover all activities of its employees in connection with this MOU. Each party, member, or independent contractor shall be responsible for its own negligent acts and omissions, and no party shall indemnify another party for claims, demands, or judgments arising from the acts or omissions of the other.

22. EXISTING INTERAGENCY AGREEMENTS. Nothing in this MOU shall be construed as limiting or impeding the already established relationships, interagency communication, or other interagency agreements that exist between the participating agencies.

23. INTEGRATION AND AMENDMENT. This MOU represents the entire agreement between the parties regarding this pilot program and there are no oral or collateral agreements or understandings. This MOU may be amended only by an instrument in writing signed by the parties.

24. COUNTERPARTS. This MOU may be executed in several counterparts and, as so executed, shall constitute one MOU, binding on all the parties even though all the parties have not signed the same counterpart. Any counterpart of this MOU which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument for all purposes.

25. IMMUNITIES PRESERVED. It is the intention of the parties that this MOU shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunity Act, Section 24-10-101 and following, Colorado Revised Statutes.

26. NO THIRD-PARTY BENEFICIARIES. None of the terms, conditions, or covenants set forth in this MOU shall give or allow any claim, benefit, or right of action by any third person not a party to this MOU. Any person other than the parties to this MOU who or which receive services or benefits under this MOU shall be only an incidental beneficiary.

27. FURTHER ASSURANCES. The parties shall execute any other documents and take any other action necessary to carry out the intent of this MOU.

28. NO ASSIGNMENT. This MOU shall not be assigned or delegated by a party without the prior written consent of all parties.

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29. **BINDING EFFECT.** This MOU shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives and successors.

SIGNATORIES:

		<u>Date</u>
	Jefferson County Sheriff's Office	_____
	West Metro Fire Rescue	_____
	Jefferson Center for Mental Health	_____
	Wheat Ridge Police Department	_____
	Edgewater Police Department	_____
	Lakeside Police Department	_____
	Mountain View Police Department	_____
	Jefferson County Public Health	_____
	Intermountain Health	_____
	JeffCom 911 Authority	_____



City Council Agenda Item Form

Agenda Item #:	Item 12
Agenda Item Title:	Approving Easements for 2598 Harlan St.
Agenda Date:	<input type="checkbox"/> City Council Workshop: <input checked="" type="checkbox"/> City Council Business: 10/01/2024
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member: Kit Lammers
Staff Contact:	Name: Kit Lammers Email: klammers@edgewaterco.com Phone: 720-763-3008
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/ Presentation <input type="checkbox"/> Policy Change/ Addition/ Deletion <input type="checkbox"/> Resolution Approval <input type="checkbox"/> Contract Approval <input checked="" type="checkbox"/> Other: Approving Easement
Brief Topic Description:	The City of Edgewater is partnering with the City of Wheat Ridge to construct a roundabout at W. 26 th Ave. and Harlan Street. To have enough room for this construction project to be built easements are needed from nearby property owners.
Financial Impact:	In exchange for this easement the City is agreeing to provide landscape work as listed in Exhibit B.
History/ Background:	In the Traffic Calming Mobility Plan 2023 Update a roundabout at W. 26 th Ave. and Harlan St. was identified to help slow and calm traffic as well as provide a safer crossing for pedestrians across W. 26 th Ave.
Staff Information:	

CITY OF EDGEWATER
ORDINANCE NO. 2024-08
SERIES OF 2024

AN ORDINANCE APPROVING AND ACCEPTING EASEMENTS FOR ROUND-ABOUT CONSTRUCTION AND MAINTENANCE PURPOSES WITHIN A PORTION OF THAT PROPERTY COMMONLY KNOWN AS 2598 HARLAN STREET

WHEREAS, as a part of the construction of round-about and related improvements to the intersection of West 26th Avenue and Harlan Street within the City of Edgewater, Colorado (“City”), the City requires temporary construction easements and permanent encroachment easements from private properties surrounding the intersection; and

WHEREAS, one such adjacent property is 2598 Harlan Street, and the owners of said property have agreed to grant the City a temporary and permanent easement for said round-about purposes in exchange for certain landscaping improvements to their property; and

WHEREAS, pursuant to Section 4-6-120(b) of the Edgewater Municipal Code (“Code”), every acquisition or conveyance by the City of an interest in real property must be approved by ordinance; and

WHEREAS, pursuant to Code Section 4-6-120(d), the Edgewater City Council hereby finds that the acquisition of the above-described easements is compatible with the City’s Master Plan and vision by facilitating traffic-calming improvements that will increase the safety and walkability of one of the City’s major corridors and that the acquisition cost of providing landscaping to the grantor property is reasonable.

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

Section 1. The attached Temporary Easement and Permanent Easement by and between the City of Edgewater and Brian Beall, Janie Beall and Richard Beall, collectively, the owners of 2598 N. Harlan Street, for round-about purposes (the “Agreements”), are hereby approved, and the Mayor and City Clerk are hereby authorized to execute the same. The Mayor and Clerk are further authorized to execute any other documents necessary or desirable to effectuate any term or condition of the Agreements or to ensure their final and proper recordation.

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 final publication.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this 1st day of October, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC, City Clerk

READ AND ADOPTED ON SECOND READING AND ORDERED PUBLISHED this 15th day of October, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC, City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT ("Easement") is granted this ____ of ____ 2024 ("Effective Date"), by **Brian Beall, Janie Beall and Richard Beall**, the property owners of **2598 N. Harlan St.**, Edgewater, Colorado ("Grantor"), to the **CITY OF EDGEWATER**, a Colorado municipal corporation and home rule city of the State of Colorado, with an address of 1800 Harlan St., Edgewater, Colorado, 80214 ("Grantee" or "City").

For and in consideration of commercial landscape work depicted in **Exhibit B** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor hereby grants, conveys and warrants unto Grantee, its contractors, subcontractors, and its successors and assigns, a temporary easement in, on, over, under, and through that real property which is legally described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference ("Easement Area"), which real property is located in the City of Edgewater, State of Colorado, for the purpose of the construction of sidewalks and roundabouts and related appurtenances within the Easement Area ("Improvements") and construction-related activities.

Except to the extent necessary to construct the Improvements and as necessary to achieve the purposes of this Easement, Grantee shall cause the repair and/or restoration of any and all damage caused by Grantee, its agents, contractors, subcontractors, licensees, or invitees to the Easement Area during construction of the Improvements. All obligations of the Grantee are subject to prior appropriation of monies expressly made by City Council and paid into the treasury of the City. Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of the Easement Area subject to the terms of this Easement. Grantee shall not access any other property of Grantor.


Grantor shall have the right to use and enjoy the Easement Area subject to the rights herein granted. During the term of this Temporary Easement, Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, fence, or other structures over, under on or across the Easement Area that would frustrate the purpose hereof. Nothing herein shall impair Grantee's police powers.

This Temporary Easement shall terminate upon written notice from the Grantee that the construction work has been completed and the purpose of this easement fulfilled or on August 1, 2025, whichever is first to occur.

In the event the terms of this Easement are violated, such violation shall immediately be corrected by Grantor upon receipt of written notice from the City or, if Grantor does not correct the violation within the time designated in such notice, the City may elect to correct or eliminate such violation at the Grantor's expense. The Grantor shall promptly reimburse the City for all costs and expenses incurred by the City in enforcing the terms of this Easement.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Easement are a covenant running with the land and shall extend to, and be binding upon, the successors and assigns of Grantor and Grantee.

GRANTOR: Brian Beall

Signature: 
Printed Name: Brian Beall
Title: OWNER

GRANTOR: Janie Beall

Signature: Beall

Printed Name: JANIE BEALL

Title: OWNER

GRANTOR: Richard Beall

Signature: R Beall

Printed Name: RICHARD BEALL

Title: OWNER

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as [title] _____ of _____.

Notary public

My commission expires: _____

EXHIBIT A

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 119, EDGEWATER LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF EDGEWATER, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 AND THE EASTERLY RIGHT-OF-WAY LINE OF NORTH HARLAN STREET, S00°25'08"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

THENCE N75°32'40"E A DISTANCE OF 41.23 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 26TH AVENUE;

THENCE ALONG SAID NORTHERLY AND SOUTHERLY LINES, N89°34'50"E A DISTANCE OF 15.52 FEET;

THENCE S71°13'31"W A DISTANCE OF 16.40 FEET;

THENCE S75°32'40"W A DISTANCE OF 41.19 FEET TO A POINT ON SAID WESTERLY LINE OF LOT 1 AND THE SAID EASTERLY RIGHT-OF-WAY LINE OF NORTH HARLAN STREET;

THENCE ALONG SAID WESTERLY AND EASTERLY LINES, N00°25'08"W A DISTANCE OF 5.15 FEET TO THE POINT OF BEGINNING.

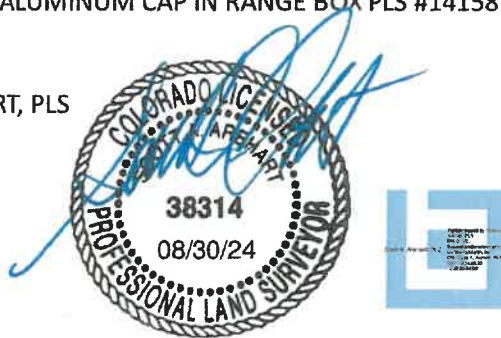
SAID PARCEL CONTAINS 0.006 ACRES OR 246 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF EDGEWATER, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUME TO BEAR N89°39'19"E AND BEING MONUMENTED BY A FOUND 3-1/4" BRASS CAP IN RANGE BOX PLS #23047 AT THE NORTHWEST CORNER AND A FOUND 2-1/2" ALUMINUM CAP IN RANGE BOX PLS #14158 AT THE NORTH QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
FOR AND ON BEHAL OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, CO.
303-431-6100
AUGUST 30, 2024
PROJECT NO. 23.1140



GRANTEE: CITY OF EDGEWATER

Signature: _____
Steve Conklin, Mayor

ATTEST:

Lenora Pedroza, City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney

ILLUSTRATION FOR
EXHIBIT A

REC. #2020109465

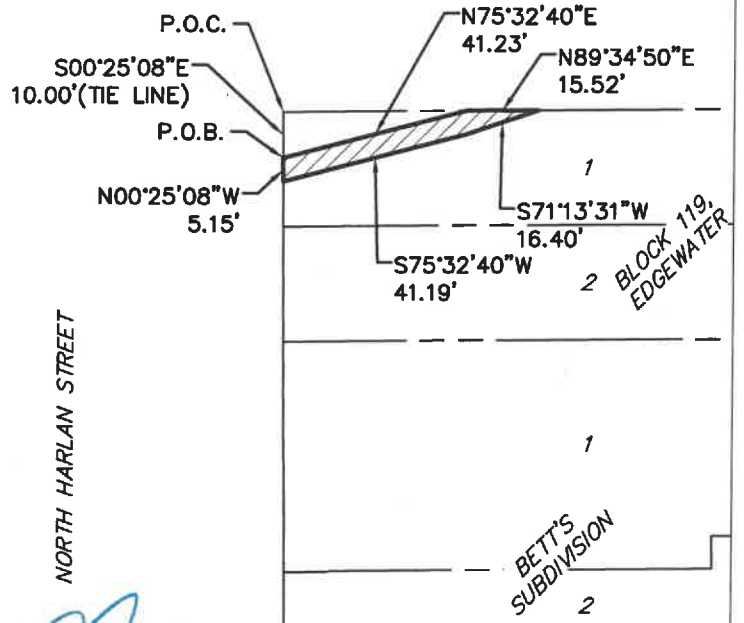
QUIT CLAIM DEED
REC. #2015007538

NW COR. SEC. 36,
T3S, R68W, 6TH P.M.
FOUND 3-1/4" BRASS CAP
IN RANGE BOX
PLS #23047

N1/4 COR. SEC. 36,
T3S, R68W, 6TH P.M.
FOUND 2-1/2" ALUM. CAP
IN RANGE BOX
PLS #14158

NORTHERLY LINE NW1/4, SEC. 36, T3S, R69W, 6TH P.M.
N89°39'19"E 2643.78' (BASIS OF BEARINGS)

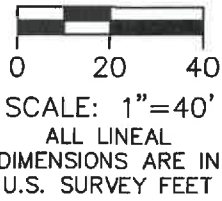
WEST 26TH AVENUE



48
47
46
45
BLOCK 120,
EDGEWATER

NORTH HARLAN STREET

1
2
BLOCK 119,
EDGEWATER
1
2
BETT'S
SUBDIVISION



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

AUGUST 30, 2024



12499 West Colfax Avenue Lakewood, Colorado 80215
survey@martinmartin.com | 303.431.6100 | martinmartin.com

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS ONLY
TO DEPICT THE ATTACHED DESCRIPTION.

DRAWING LOCATION: G:\Willis\231140-Edgewater On Call Services\SUB JOBS\09 26th & Harlan Roundabout\SURVEY\26th and Harlan\Exhibits\Exhibit A - Lot 1-Blk 119 Temp. Const.dwg

Exhibit B



Landscape work detailed:

- Removal of bushes and plants (yellow box areas), replacing with cobble or similar rock used in the roundabout project to create low/no maintenance landscaping areas
- Cleanup and trimming of trees along fence line (red box area), adding cobble or similar rock used in the roundabout project
- Transplant Yucca Rostrata plant to another nearby property (red star)
- Scrape and backfill with 4" road base to widen driveway to two car width (green box area)

Upon completion of the above work, Grantee (the City) assumes no continuing obligation to monitor or maintain any installed or relocated improvements upon Grantor's property, living or otherwise. Such ongoing obligations rest solely with Grantor, its heirs, successors and assigns.

PERMANENT EASEMENT

THIS PERMANENT EASEMENT ("Easement") is granted this ____ of _____ 2024, by **Brian Beall, Janie Beall and Richard Beall** the property owners of **2598 N. Harlan St.**, Edgewater, Colorado ("Grantor"), to the **CITY OF EDGEWATER**, a Colorado municipal corporation and home rule city of the State of Colorado, with an address of 1800 Harlan St., Edgewater, Colorado, 80214 ("Grantee" or "City").

For and in consideration of the landscape work depicted and described in **Exhibit B** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor hereby grants, conveys and warrants unto Grantee, its contractors, subcontractors, and its successors and assigns, a perpetual easement in, on, over, under, and through that real property which is legally described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference ("Easement Area"), which real property is located in the City of Edgewater, State of Colorado, for the purpose of the construction, maintenance, operation, repair, replacement or reconstruction of sidewalks and roundabouts and related appurtenances within the Easement Area ("Improvements").

Except to the extent necessary to construct the Improvements and to perform the work described in **Exhibit B** and as necessary to achieve the purposes of this Easement, Grantee shall cause the repair and/or restoration of any and all damage caused by Grantee, its agents, contractors, subcontractors, licensees, or invitees to the Easement Area during construction of the Improvements, and shall replace, at nearby locations on the Grantor's property, any landscaping that was removed as a result of the Improvements. All obligations of the Grantee are subject to prior appropriation of monies expressly made by City Council and paid into the treasury of the City. Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of the Easement Area subject to the terms of this Easement. Grantee shall not access any other property of Grantor.

Grantor shall have the right to use and enjoy the Easement Area, subject to the rights herein granted. Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, fence, or other structures over, under on or across the Easement Area without prior written consent of Grantee's City Manager. Nothing herein shall impair Grantee's police powers.

Grantor further understands and agrees that with respect to the Easement Area, all laws, ordinances and regulations pertaining to streets, sidewalks and public places shall apply so that the public use of the Improvements and the Easement Area is consistent with the use and enjoyment of any dedicated public right-of-way.

In the event the terms of this Easement are violated, such violation shall immediately be corrected by Grantor upon receipt of written notice from the City or, if Grantor does not correct the violation within the time designated in such notice, the City may elect to correct or eliminate such violation at the Grantor's expense. The Grantor shall promptly reimburse the City for all costs and expenses incurred by the City in enforcing the terms of this Easement.

The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Easement are a covenant running with the land and shall extend to, and be binding upon, the successors and assigns of Grantor and Grantee.

GRANTOR: Brian Beall

Signature: [Handwritten Signature]
Printed Name: Brian Beall
Title: Owner

GRANTOR: Janie Beall

Signature: [Handwritten Signature]
Printed Name: JANIE BEALL
Title: OWNER

GRANTOR: Richard Beall

Signature: [Handwritten Signature]
Printed Name: Richard Beall
Title: OWNER

STATE OF Colorado)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 19th day of September, 2024, by Josefina S. Ochoa, as [title] Notary Public of Colorado.

[Handwritten Signature]
Notary public

My commission expires: 11/2/2025

GRANTEE: CITY OF EDGEWATER

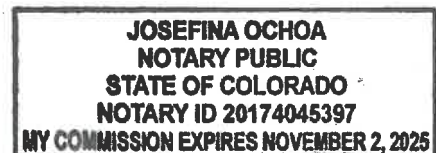


ILLUSTRATION FOR
EXHIBIT A

REC. #2020109465

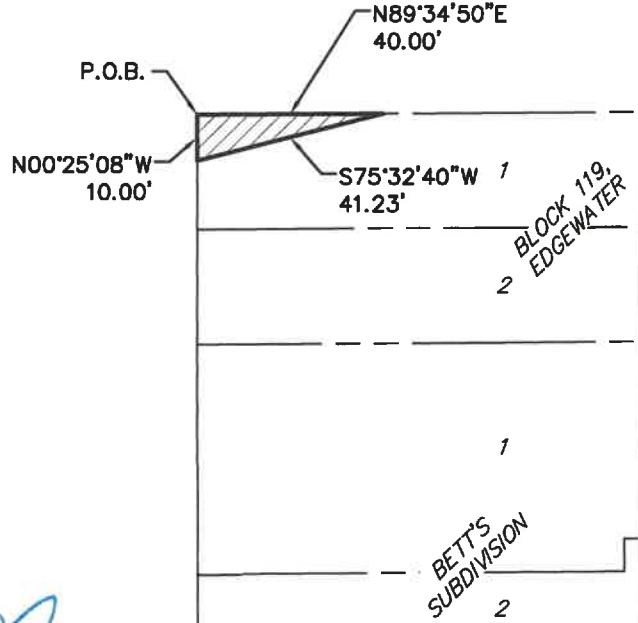
QUIT CLAIM DEED
REC. #2015007538

NW COR. SEC. 36,
T3S, R68W, 6TH P.M.
FOUND 3-1/4" BRASS CAP
IN RANGE BOX
PLS #23047

N1/4 COR. SEC. 36,
T3S, R68W, 6TH P.M.
FOUND 2-1/2" ALUM. CAP
IN RANGE BOX
PLS #14158

NORTHERLY LINE NW1/4, SEC. 36, T3S, R69W, 6TH P.M.
N89°39'19"E 2643.78' (BASIS OF BEARINGS)

WEST 26TH AVENUE

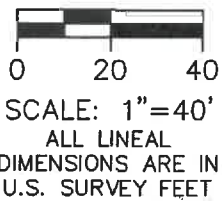


BLOCK 120,
EDGEWATER

BLOCK 119,
EDGEWATER

BETT'S
SUBDIVISION

NORTH HARLAN STREET



P.O.B. = POINT OF BEGINNING
AUGUST 30, 2024

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 West Colfax Avenue Lakewood, Colorado 80215
survey@martinmartin.com | 303.431.6100 | martinmartin.com

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS ONLY
TO DEPICT THE ATTACHED DESCRIPTION.

DRAWING LOCATION: G:\Willis\23.1140-Edgewater. On Cell Services\SUB JOBS\CO9_26th & Harlan_Roundabout\SURVEY\26th and Harlan\Exhibits\Exhibit A - Lot 1-Blk 119_ROW.dwg

Exhibit B



Landscape work detailed:

- Removal of bushes and plants (yellow box areas), replacing with cobble or similar rock used in the roundabout project to create low/no maintenance landscaping areas
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- Transplant Yucca Rostrata plant to another nearby property (red star)
- Scrape and backfill with 4" road base to widen driveway to two car width (green box area)

Upon completion of the above work, Grantee (the City) assumes no continuing obligation to monitor or maintain any installed or relocated improvements upon Grantor's property, living or otherwise. Such ongoing obligations rest solely with Grantor, its heirs, successors and assigns.

EXHIBIT A

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 119, EDGEWATER LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF EDGEWATER, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 26TH AVENUE, N89°34'50"E A DISTANCE OF 40.00 FEET;

THENCE S75°32'40"W A DISTANCE OF 41.23 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1 AND THE EASTERLY RIGHT-OF-WAY LINE OF NORTH HARLAN STREET;

THENCE ALONG SAID WESTERLY AND EASTERLY LINES, N00°25'08"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.005 ACRES OR 200 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF EDGEWATER, COUNTY OF JEFFERSON, STATE OF COLORADO ASSUME TO BEAR N89°39'19"E AND BEING MONUMENTED BY A FOUND 3-1/4" BRASS CAP IN RANGE BOX PLS #23047 AT THE NORTHWEST CORNER AND A FOUND 2-1/2" ALUMINUM CAP IN RANGE BOX PLS #14158 AT THE NORTH QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
FOR AND ON BEHAL OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, CO.
303-431-6100
AUGUST 30, 2024
PROJECT NO. 23.1140



Signature: _____
Steve Conklin, Mayor

ATTEST:

Lenora Pedroza, City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney



City Council Agenda Item Form

Agenda Item Number:	Item 13(1)
Title:	Police Chief Recruiter Contract
Agenda Date:	<input type="checkbox"/> City Council Workshop: <input checked="" type="checkbox"/> City Council Business Meeting: 10/1/24
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 checked="" type="checkbox"/> Contract <input type="checkbox"/> Other:
Topic Description:	Approval of Professional Services Contract with Public Sector Search & Consulting for the recruitment of Police Chief.
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:	\$40,000.
Staff Impact:	Agreement minimizes staff impact.
History/ Background:	Chief Sonstegard has resigned his position as Police Chief effective December 6, 2024. This agreement is to hire a recruiter to coordinate the recruitment process for the next Police Chief.
Staff Analysis/Information:	Staff have researched recruiting firms and recommends contracting with Public Sector Search and Consulting for their services.

Attachments:

1. Professional Services Agreement- Public Sector Search & Consulting.
2. Proposal to Provide Executive Search Services- Chief of Police

August 27, 2024

Dan Maples
City Manager
1800 Harlan Street
Edgewater, CO 80214

Via Email: dmaples@edgewaterco.com

Re: Proposal to Provide Executive Search Services – Chief of Police

Dear Mr. Maples:

Public Sector Search & Consulting, Inc. is the only national search firm to focus exclusively on recruiting police executives. We have completed more than a hundred police executive searches in the past seven years and would be honored to partner with the City of Edgewater to identify and recruit your next police chief. We are very familiar with Colorado after completing recent searches for police executives for Wheat Ridge (2023), Aurora (2024), Steamboat Springs (2023), Northglenn (2021), Boulder (2019), and Thornton (2019). We are also very familiar with the City of Edgewater after completing the most recent police chief search in 2022.

Our track record of success, experience, and specialization in public safety separates us from other firms. Our recruiters are former police chiefs with extensive knowledge and expertise in contemporary policing and recruiting. They have a vast network of police executives and national reach to find those not necessarily looking to move to another organization.

Our firm collaborates with our clients to develop a search and selection process around the values of inclusiveness and transparency. We believe internal and external stakeholder input is essential for a successful process. Our proposal identifies several stakeholder engagement options.

As the firm's President/CEO, I will oversee the project and Senior Consultant Mr. Justin Doll (Chief of Police, ret.) will be the Project Director. He will be present, accessible, and available during the search process.

Please see our proposal detailing our collaborative approach to providing police executive search services.

Sincerely,

Gary D. Peterson

Gary Peterson, MS JD
President/CEO – Chief of Police (ret.)

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SECTION 1 - QUALIFICATIONS

Company Overview

Public Sector Search &
Consulting, Inc. 6520 Lonetree
Blvd. Suite 1040
Rocklin, CA 95765
(916) 789-9990 (office)

Contact Person

Mr. Gary Peterson, President/CEO
(916) 622-5323 cell
gary@publicsectorsearch.com
Website: www.publicsectorsearch.com

Firm Qualifications. Public Sector Search & Consulting offers a unique and compelling value proposition as the only U.S.-based search firm specializing exclusively in recruiting police executives. Our team is comprised of former police chiefs and law enforcement executives who bring firsthand experience and expertise in contemporary policing and recruiting strategies to each project. This level of specialization is crucial, especially in today's climate, where the national conversation has focused on race, the use of force, and alternatives to traditional policing.

Many organizations are reevaluating their approach to law enforcement. We are not just filling roles; we are helping to shape the future of policing by finding leaders who can navigate these complex and nuanced conversations thoughtfully and inclusively.

Our comprehensive service offerings extend beyond executive search. We also assist clients with police consulting and interim placements. Despite our range of services, we maintain the personalized touch of a boutique firm, thanks to our dedicated team of recruiters and support staff.

Our approach offers cities, universities, community colleges, and other educational entities an inclusive approach, informed perspectives, and practical solutions for their law enforcement leadership needs. We have been in business since 2015 and have evolved into a leading executive search firm with five recruiters, two support staff, and a graphic designer/web manager.

RACE & EQUITY STATEMENT. At public sector search, one of our goals is to break down barriers that deter underrepresented individuals from pursuing careers as police executives. We take pride in our track record of attracting diverse candidates. Since our inception, over 60% of our clients have selected a candidate from a traditionally underrepresented group.

Insurance. Public Sector Search is insured through Lloyds of London and Market FirstComp as follows:

General Liability – Commercial	\$1,000,000	Each occurrence
	\$3,000,000	General Aggregate
Automobile Liability	\$1,000,000	Bodily injury (per person)
(Hired and Non-Owned)	\$3,000,000	Bodily injury (per accident)
Workers Compensation	\$1,000,000	Per Accident
Professional Liability	\$2,000,000	Per occurrence

FIRM STAFF

Mr. Gary Peterson, Project Director President/CEO - Chief of Police (ret.)

Mr. Gary Peterson serves as the President/CEO, a project manager, a client advisor, and an active recruiter for our firm. With seven years dedicated explicitly to recruiting top-notch police executive search, he has a successful track record that spans major U.S. cities like Kansas City, Minneapolis, Seattle, Dallas, San Francisco, Sacramento, Raleigh, Albuquerque, Nashville, and San Jose to universities such as UCLA, Northern Illinois University and Western Washington University. Gary has 32 years of public-sector employment and executive recruitment experience. His insights are rooted in firsthand experience—before joining the executive search field, he served as an appointed police chief in California. Gary has a deep understanding of the complex challenges and opportunities that face modern police organizations. Academically, he holds a Juris Doctor from John F. Kennedy University School of Law, an MS in Criminal Justice from California State University, Sacramento, and a BA in Sociology from the University of California, Riverside. He graduated from prestigious programs like the FBI National Academy and PERF's Senior Management Institute for Police. Gary maintains active memberships in key industry organizations such as the International Association of Chiefs of Police, the National Association of Women Law Enforcement Executives, and the Police Executive Research Forum.

Mr. Justin Doll Search Consultant – Chief of Police (ret.)

Mr. Justin Doll is an influential, dynamic, and results-oriented Senior Executive with extensive experience in government and public safety who focuses on success through collaboration with key stakeholders at all levels. Most recently, Mr. Doll completed police chief searches for Spokane, WA, Boise, ID, Steamboat Springs, CO, Laramie, WY, and Carnegie Mellon University in Pittsburgh, PA.

Mr. Doll joined PSSC after serving as Chief of Police in Anchorage, Alaska for several years. Under his leadership, the 600-person department saw an increase in the recruitment and retention of talented individuals and a significant reduction in crime in nearly every category. Throughout his 25-year career, Mr. Doll excelled in various technical and leadership roles. During his tenure at the APD, Mr. Doll served as Chair of the Alaska Police Standards Council, an entity comprised of law enforcement executives and members of the public, who were responsible for enforcing the high standards expected of law enforcement officers across the state.

Mr. Doll earned a Master of Public Administration from the University of Alaska, Southeast, and a Bachelor of Arts in Economics from the University of Alaska, Anchorage. In addition, he is a graduate of the FBI National Executive Institute and the FBI National Academy. Justin also served in the U.S. Marine Corps before his law enforcement career.

SECTION 2 – SCOPE OF SERVICES

Proposal. Public Sector Search & Consulting, Inc. proposes a thorough search process and a multipronged approach to identifying a talented pool of police executives for your consideration.

Scope of Services. Our approach to executive search is innovative and strategic. Trust-building activities are fundamental to the search process because stakeholder engagement increases trust and provides legitimacy for the search process and the selected candidate.

Task 1 – Project Management Meeting. Our initial steps involve meeting with the City Project Team, including the city manager and other staff members to discuss project management. During this first meeting, we'll cover various logistical issues, such as confirming the project timeline and defining roles and milestones. Collectively, we will outline the entire process. We will remain accessible and responsive to address concerns or issues throughout the search process.

Task 2 – Key Personnel Interviews. The Project Director will interview key internal stakeholders identified by the City. Typically, we interview the following groups: the city manager, department heads, city council members, and other individuals relevant to the position, as identified by the city manager.

Our goal is to hear diverse perspectives to gain a comprehensive understanding of the qualities and capabilities required for success in this role. Furthermore, we aim to interview those who regularly interact with the police chief. This approach ensures a well-rounded view of the position's expectations, deliverables, and other requirements.

At the police department, we would interview senior leadership (who will likely not be applicants) and representatives of the employee work groups. The insight gained in these meetings will provide an understanding of the organizational needs, current priorities, structure, and culture of the police department.

Task 3 - Online Department Survey. We will develop and host a customized online survey to provide police department employees with an opportunity to take part in the search process. Since the Client is familiar with the department, they will promote and advertise the survey through normal channels.

Task 4 - Profile and Brochure. Insights from the project management meeting and community engagement initiatives are crucial in developing the Position Profile. Once this profile is created and receives client approval, our skilled graphic design team will incorporate it into a professionally designed brochure. This brochure is a vital tool for the search process, effectively communicating critical details about the position, the department, and the community to potential candidates. It will also highlight the priorities and key performance outcomes that will be used to gauge success in the role. To complement the brochure, we will also develop a dedicated landing page, which we will use to help market the position. Several examples of our work can be viewed at <https://www.publicsectorsearch.com>.

Task 5 - Advertising Campaign and Outreach. We will place advertisements on several key professional associations' websites to reach a strong and diverse candidate pool. For this search, we suggest the following advertisement placements:

- Police Executive Research Forum (PERF)
- Hispanic American Police Command Officers Association (HAPCOA)
- International Association of Chiefs of Police (IACP)
- National Association of Women Law Enforcement Executives (NAWLEE)
- National Organization of Black Law Enforcement Executives (NOBLE)
- Colorado Police Chiefs Association

Task 6 - Identification of Qualified Candidates. We maintain a database of candidates and evaluate individuals against the specific requirements of the position. We follow up with each contact and recruit individuals who meet and exceed the requirements for the position. We recruit a select few from our database and use the following activities to develop the candidate pool:

- a. Review of Internal Candidates** – Internal candidates will experience the same evaluation process as external candidates. We assess each candidate based on their merits, comparing them to the entire pool, and then recruit accordingly.
- b. Original Research** – We proactively identify and contact potential candidates from other comparable cities to gauge their interest in the role. Additionally, we leverage our nationwide network to get recommendations for qualified police executives who fit the job profile.
- c. Internet Research** – Our proprietary online tool aids in searching for and contacting police executives interested in executive roles beyond their current organizations.
- d. Personal Contacts** – Our network of personal contacts with police executives nationwide is a valuable resource. These contacts often recommend or nominate strong candidates, contributing significantly to successful police chief placements.
 - i. Intensive Follow-up** – Personal outreach and intensive follow-up to the advertising and marketing campaigns will maximize our efforts. This approach significantly expands the candidate pool. The Project Consultant is accountable for building a strong pool of candidates and directly contacting individuals who respond to our outreach efforts.
 - ii. Brochure Distribution** – Each prospective candidate will receive an electronic copy of the color brochure, followed by telephone or virtual contact or an in-person meeting.
 - iii. Submissions** – We make it a priority to acknowledge every application submission. We provide candidates with timely updates throughout the various stages of our search and selection process.

Task 7 - Preliminary Research and Comprehensive Internet Review. We conduct extensive research on all recommended candidates to capture and log the public profiles of each candidate. This research includes an in-depth review of publicly available information, encompassing news articles and social media histories. The findings from this research are carefully communicated to the Client and incorporated into the presentation packet. This process ensures that our Client understands each candidate's public persona and professional background.

Task 8 - Screening Candidates. We subject candidates to a rigorous screening process that includes a thorough review of their cover letter/resume with particular attention to accomplishments and experiences. We also conduct a comprehensive assessment of each candidate's motivations for pursuing this career opportunity and any potential obstacles they may face in making this career transition. The screening interviews will be via Zoom, Microsoft Teams, or in person. We challenge ambiguities in the candidates' qualifications to accurately report their experience and education. The Project Consultant will schedule updates to discuss the candidate pool as we progress through the screening process.

Task 9 - Additional Verifications. Public Sector Search will conduct a comprehensive background report through First Check Background screening on all candidates we recommend. The report includes:

- Address history
- Driving history/motor vehicle records
- Credit report
- Federal criminal search
- National criminal search
- County wants and warrants
- Global homeland security search
- Sex offender registry search
- Education verifications
- Social Security number trace

Task 10 - Presentation of Candidates (List of Candidates). We will produce a screening report based on the screening interviews, internet profile, First Check Background Report, and information from other sources. The Screening Report describes the entire candidate pool. It includes the resume, cover letter, and internet research for each candidate classified as "Recommended" or "Qualified" and a list of candidates categorized as "Other."

The Project Consultant will meet virtually with the **City Manager and staff as desired** to present the search results and review our recommendations. We thoroughly discuss each candidate's qualifications and move a group of candidates (typically 4-8) to the next stage of the selection process. This approach ensures a transparent, inclusive, and well-informed decision-making process.

Task 11 - Selection Process. While we work with our clients to design a selection process that meets their needs, every selection process should include a panel interview(s) or search committee interview to ensure the City Manager hears different perspectives. We work with Human Resources and the City Manager to coordinate the panels or search committee and provide all the materials needed for the interviews.

First Round Interviews. We suggest starting the process with virtual panel interviews.

a. Panel Interviews. We develop interview questions for the panel or search committee to consider,

tailored to help them assess the candidate's suitability to address the most critical police and safety issues. We also work with them to ensure they have had sufficient input on the questions.

i. Logistics. We will work with Human Resources to produce a hard copy or electronic interview booklet for each panel member with the EEO guidelines, interview schedule, interview questions, and candidate materials.

ii. Debrief. The Project Consultant will facilitate the post-interview panel debriefings. Typically, the City Manager will receive feedback from the different panels and advance finalists to the next stage.

Task 12 – Finalist Process. We will work with the City Manager and their staff to develop a meaningful final selection process that helps distinguish between the finalists.

The finalist process may include some or all of the following events:

1. Tour of the City and Police Facilities
 2. "Meet and Greet" with Department Directors, Elected and Appointed Officials
 3. An informal event where police employees can meet with the finalists
 4. "Meet the Candidates" event (public vetting or candidate interview forum – Live or Virtual)
 5. "Meet and Greet" (less formal), where the community will be able to meet with the finalists
 6. Finalist Interviews – City Manager's and or his/her Team
- If desired, attendees can provide feedback to the City Manager by taking an online survey. We host the survey and deliver the results before a hiring decision.

Task 13 - Negotiations and Extending the Offer. Once a candidate is selected, the Project Consultant can provide support in the negotiation process. During negotiations, we act as our clients' agents, representing their interests and following their specific instructions to ensure that the final offer aligns with the Client's expectations and requirements.

Task 14 - Closing the Search. After the offer is accepted, we will contact the remaining candidates and notify them about the outcome of the search.

SECTION 3 - PROPOSED TIMELINE

POTENTIAL PROJECT TIMELINE	We will customize the project timeline for the City of Edgewater A standard search process will take 90-120 days, but the type and amount of community engagement drive the timeline.
Stage 1 1-2 weeks	Define Needs and Build Position Profile: Project Consultant <ul style="list-style-type: none"> • Execute Contract • Project Mgt. Meeting – City Manager’s Team
Stage 2 2-3 weeks	Ideal Candidate: Project Consultant <ul style="list-style-type: none"> • Community Engagement • Internal Meetings
Stage 3 7-10 days	Complete Brochure: Project Consultant <ul style="list-style-type: none"> • Complete brochure and landing page • Place advertisements/Implement the search strategy
Stage 4 4-5 weeks	Active Recruiting: Project Consultant <ul style="list-style-type: none"> • Build the candidate pool • Provide weekly updates
Stage 5 1-2 weeks	Candidate Evaluation: Project Consultant <ul style="list-style-type: none"> • Screen and vet candidates • Produce a Search Report
Stage 6 1- 2 weeks	Search Report: Project Consultant <ul style="list-style-type: none"> • Present Candidates (4-7 to Review Committee)
Stage 7 1 - 2 weeks	Panel Interviews (1 st Round) Project Consultant <ul style="list-style-type: none"> • Coordinate, schedule, and facilitate interviews with the Search Committee (Virtual or Onsite 1-2 days)
Stage 8 2-3 weeks	Finalist Process: Project Consultant <ul style="list-style-type: none"> • Coordinate and facilitate finalist candidate interviews • Other processes as desired (Onsite 2-3 days)
Stage 9 2-3 days	Selection & Negotiations: Project Consultant <ul style="list-style-type: none"> • Negotiations and Conditional offer
Stage 10 TBD	Start Date: This will be candidate-specific <ul style="list-style-type: none"> • Public Announcement • Background Investigation • Anticipate 2-4 weeks of transition time

SECTION 4 - COST PROPOSAL

Project Cost. The City of Edgewater's total cost for professional services for a national search for a Chief of Police is a flat fee of \$40,000, which includes search-related expenses (listed below). The fee includes all the Search Team's time and energy devoted to this search. The search includes up to 2 trips to the City and four days onsite to accomplish the tasks described in the proposal.

Significant milestones include the following:

- **Sign contract/project management meeting (Virtual)**
- **Community Engagement (Virtual)**
- **Presentation of Candidates (Virtual)**
- **Interviews -1st round (1-2 days Virtual)**
- **Finalist Process (1-2 days)**

*Project consultant(s) will take up to two (2) trips to the City and work onsite for up to four days. Additional trips and days onsite will be billed at \$2000 per day, plus travel expenses, subject to prior written approval.

Project Expenses – include planned consultant travel expenses, advertising, landing page development, research, internet searches, education checks, comprehensive background screening report on recommended candidates, social media, and article searches on the selected candidate.

Invoicing. We will invoice the Client in three (3) progress payments with the identified milestones, which will be due upon receipt. We bill any incurred expenses with the progress payments.

Milestone Payment Schedule as Follows:

- **1st Payment – After the Contract is signed - \$13,000**
- **2nd Payment – After the Presentation of Candidates - \$13,500**
- **3rd Payment – After the Selection Process - \$13,500**

Police Background Investigations. The cost of police background investigations required by law will be the responsibility of the City of Edgewater.

Translation Services. This proposal does not include costs related to translation services.

Candidate Travel. PSSC is not responsible for candidate expenses related to onsite interviews.

PERFORMANCE GUARANTEE

Public Sector Search & Consulting, Inc. offers a one-year guarantee on our full search process. If the Chief of Police voluntarily resigns or is dismissed for cause within one year after the appointment, we will conduct another search without additional professional services charges. Our guarantee excludes internal candidates. We expect the City of Edgewater to reimburse the firm for all incurred expenses in a subsequent search.

Additionally, if the first search attempt does not produce the desired candidate, we will conduct an additional search and work with the City of Edgewater until a candidate is appointed. We expect the City of Edgewater to reimburse the firm for all incurred expenses in a subsequent search. Last, we will never recruit our placement while they remain employed by the City of Edgewater.

REFERENCES

- **Mr. Chris Murtha**
City of Wheat Ridge, CO – pop. 31,400
Chief of Police
(303) 235-2812
cmurtha@ci.wheatridge.co.us
Recruitment: Division Chief – 2023
Project Director: Mr. Gary Peterson

- **Ms. Amy McMahon**
City of Boulder, CO - pop. 107,000
Administrative Manager
(303) 441-1924
McmahonA@bouldercolorado.gov
Recruitment: Chief of Police – 2020
Project Director: Mr. Gary Peterson

- **Mr. Patrick Goff**
City of Wheat Ridge, CO – pop. 31,400
City Manager
(303) 235-2819
pgoff@ci.wheatridge.co.us
Recruitment: Chief of Police – 2020
Project Director: Mr. Gary Peterson

- **Mr. Jason Batchelor**
City of Aurora, CO – pop. 400,000
City Manager
jbatchel@auroragov.org
Recruitment: Chief of Police – 2022
Project Director: Mr. Gary Peterson

Current Searches:

Des Moines, IA – Chief of Police
University of Texas System – Director
San Jose, CA – Police Chief
Pinole, CA – Police Chief
Overland Park, KS – Police Chief

Completed Searches:

2024

Baltimore City Schools – Police Chief
Oklahoma City, OK - Police Chief
University of Pittsburgh – Deputy Chief
Spokane, WA – Chief of Police
LaVista, NE – Chief of Police
Los Rios CCD - Chief of Police
Boise, ID – Chief of Police
Eloy, AZ – Chief of Police

2023

Ithaca, NY – Chief of Police
University at Buffalo, NY – Chief of Police
Bay Area Rapid Transit – Chief of Police
Columbia, MO – Police Chief
Chicago, IL – Superintendent of Police
Bellevue, WA - Assistant Chief
Wheat Ridge, CO – Division Chief
Louisville, KY – Chief of Police
Pittsburgh, PA – Police Chief
Killeen, TX – Chief of Police
CSUSB, CA – Police Chief
St. Joseph, MO – Police Chief
Cal Poly Pomona – Lieutenant
Lakewood, WA – Police Chief

2022

Kansas City, MO – Chief of Police
Aurora, CO – Police Chief
Wichita, KS – Chief of Police
Atlanta, GA – Chief of Police
Minneapolis, MN – Chief of Police

Seattle, WA – Chief of Police
Metropolitan Transportation Authority (NY) -Chief
Irving, TX - Police Chief
Shaker Heights, OH – Chief of Police
Edgewater, CO – Police Chief
Grand Rapids, MI – Chief of Police
Carnegie Mellon University – Chief of Police
Cal State University, Fullerton – Police Chief
Cal Poly Pomona - Chief of Police**
Laramie, WY – Police Chief
Western Washington University-Police Chief
Rochester, NY – Chief of Police

2021

Northern Illinois University – Police Chief
Steamboat Springs, CO – Police Chief
Lansing, MI – Chief of Police
Albuquerque, NM – Deputy Chief of Police
Fort Lauderdale, FL – Chief of Police
Raleigh, NC – Chief of Police
Pensacola, FL – Police Chief
Lancaster, PA – Police Chief
Lacey, WA – Chief of Police
San Jose, CA – Police Chief
Tiburon, CA – Police Chief
San Luis Obispo, CA – Chief of Police
Opa-Locka, FL – Police Chief
Bellevue, WA – Assistant Chief
Northglenn, CO – Deputy Chief

2020

Dallas, TX – Police Chief
Beacon, NY – Chief of Police
Nashville, TN – Chief of Police
Boulder, CO – Chief of Police
Charles S. Mott CC, Flint, MI – Director
Sonoma State University – Chief of Police
Thornton, CO – Chief of Police
Long Beach, NY – Police Commissioner

2019

Yakima, WA – Police Chief
Redmond, WA – Chief of Police
Payson, AZ – Police Chief
Grand Rapids, MI – Chief of Police
Wheat Ridge, CO – Chief of Police

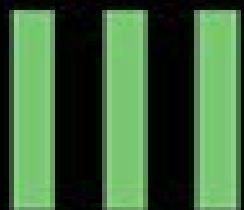
2018

Seattle, WA – Chief of Police
Seaside, CA – Chief of Police
Albany, NY – Police Chief
Syracuse, NY – Police Chief
University at Buffalo (SUNY) – Chief of Police
Rohnert Park, CA – Director of Public Safety

2017

San Francisco, CA – Chief of Police
Sacramento, CA – Chief of Police
Dallas, TX – Chief of Police
Kansas City, MO – Police Chief
UCLA** – Chief of Police
UC Davis** – Chief of Police
UCSF** – Chief of Police
Fairfield, California – Police Chief
Shafter, CA – Chief of Police

Gary Peterson, CEO/President
6520 Lonetree Blvd., Suite1040 Rocklin, CA 95765
(916) 798-9990
(916) 622-5323 (Direct)
Email: Website: www.publicsectorsearch.com



Public Sector
SEARCH & CONSULTING



City Council Agenda Item Form

Agenda Item Number:	Item 13(2)
Title:	Planning Commission Rules of Procedure (ROP)
Agenda Date:	<input type="checkbox"/> City Council Workshop: <input checked="" type="checkbox"/> City Council Business Meeting: October 1, 2024
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member: Jocelyn Mills
Staff Contact:	Name: Jocelyn Mills Email: jmills@edgewaterco.com Phone: 720.763.3053
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: For approval
Topic Description:	Planning Commission has revised their Rules of Procedure to be more consistent with the Board of Adjustment and Appeals (BOA) Rules of Procedure. Updated ROP are now before Council for consideration of approval.
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:	N/A
History/ Background:	Earlier this year, Planning Commission recommended some updates to their Rules of Procedure. At City Council's discussion on that version of the updated ROP, it was requested that

	Planning Commission re-review the rules to ensure consistency with the BOA rules. Planning Commission re-reviewed the ROP at their September meeting, and this updated version is now before City Council for approval.

Attachments: Planning Commission Rules of Procedure

CITY OF EDGEWATER
PLANNING AND ZONING COMMISSION
RULES OF PROCEDURE

September 2024

Blue – *Proposed Amendment*

~~Strikethru~~ – *Proposed Deletion*

ARTICLE I - Purpose and Statutory Authority

Section 1 - Adoption of Master Plan

As provided in §11.3 of the City Charter, the Planning and Zoning Commission (“Commission”) shall prepare and adopt, and may amend from time to time, the master plan for the physical development of the City. No such master plan or any amendment thereto, shall become effective until approved by the *City Council*. The Commission’s responsibilities for preparing and adopting a Master Plan are established in C.R.S. §§31-23-206 through 31-23-209.

Section 2 – Land Use Applications; Legislative Review

As further provided by § 11.3 of the City Charter, the Commission shall hold the initial hearings relative to proposed subdivision plats, proposed rezoning, and proposed changes in the zoning ordinance, and shall make recommendations thereon to the City Council. The Commission shall perform such other duties, consistent with the Charter requirements, as may be established from time to time by ordinance, such as:

A. Site Development Plan Applications

Holding public hearings relative to certain Site Development Plan (“SDP”) applications. **§16-16-40** of the Edgewater Municipal Code (“Code”).

B. Planned Unit Development Applications

Holding initial public hearings relative to Planned Unit Development (“PUD”) applications and making recommendations thereon to the City Council. Code § 16-28-70

C. Re-Zoning Applications

Holding initial public hearings and making recommendations to the City Council regarding zoning changes. Code § 16-25-50.

D. Conditional Uses

Holding initial public hearings and making recommendations to the City Council on conditional use permit applications. Code § 16-15-20.

E. Preliminary Plats

Holding initial public hearings relative to certain Preliminary Plat (“Prelim Plat”) applications. Code § 17-3-20.

ARTICLE II - Commission Members, Tenure and Vacancies

Section 1 - Number and Term

The Commission shall consist of five (5) members to be appointed by the Mayor. The members shall serve overlapping five-year terms. (Charter §11.2) To achieve overlapping terms as required by the City Charter, each member of the Planning and Zoning Commission shall be assigned to one of the five defined Planning and Zoning Commission terms.

Ref: “APPENDIX A” for term definitions.

Section 2 - Appointments to Commission

a) The Mayor shall not make any appointment to the Commission without posting and publishing notice of any vacancy thereon at least fourteen (14) days prior to the appointment, and without considering the recommendations of the Planning & Zoning Commission. (Charter §11.1 (8))

Section 3 - Officers

The Commission shall elect its own Chair and Vice-Chair. (Charter §11.1(6)(a))

Section 4 - Rules of Procedure

The Commission shall adopt and operate in accordance with its own rules of procedure. Such rules shall not conflict with the City Charter or Code, and shall not take effect until approved by the City Council. (Charter §11.1(6)(b))

Section 5 - Eligibility

The members of the Commission shall be *registered electors*, and shall have been residents of the City for at least one (1) year immediately preceding the date of their appointment. No member shall be an elected *official, officer, or employee* of the City. (Charter §11.2 (2))

Section 6 - Removal

As set forth in C.R.S. §31-23-203(3) and §11.1(5) of the City Charter, members may be removed, after public hearing, by the Mayor, for inefficiency, neglect of duty, or malfeasance in office.

Section 7 - Vacancy

Should any vacancies occur among the Commission by reason of death, resignation, disability or otherwise, immediate notice thereof shall be given by the City Clerk and to the presiding officer (Vice-Chair, in the event of vacancy in Chair). Pursuant to C.R.S. §31-23-203(3), vacancies occurring other than through the expiration of a term shall be filled for the remainder of the unexpired term.

Section 8 - Resignation

Any member wishing to resign shall provide written notice to the office of the City Clerk. The City Clerk shall notify the Mayor and remaining presiding officer as soon as practical.

Section 9 - Absence

Any member of the Commission with three (3) absences from consecutive regular or special meetings, or four (4) absences from any regular or special meeting during twelve (12) consecutive months may be recommended for dismissal to the Mayor upon the majority vote of the Commission. The Mayor shall receive such recommendation and advise the Commission and member in writing of his or her determination and action.

ARTICLE III - Duties and Responsibilities of Officers, Staff and Members

Section 1 - Officers and Staff

A. Officers:

1) The Chair shall preside at all regular meetings, special meetings, public hearings and committee meetings of the Commission. The Chair shall certify all written findings, orders and resolutions of the Commission. The Chair or their designee shall assist the City Clerk in preparing the Commission Agenda.

2) The Vice-Chair shall in the absence of the Chair or in the case of the Chair's inability to act, have all the powers necessary to function as the Chair.

3) In the event both the Chair and the Vice-Chair are absent from a meeting, the Clerk, or in the event there is not a clerk, a member of the Commission shall call the Commission to order and call the roll. If a quorum is present, the Commission shall elect, by a majority vote of the members present, an Acting Chair who will preside over the meeting until the arrival of the Chair or Vice Chair, at which time the Acting Chair shall relinquish the chair upon conclusion of the business immediately before the Commission.

B. Staff:

1) City Clerk:

a) For purposes of these Rules of Procedure and as used throughout, the term "City Clerk" means the person holding that office or his or her designee.

b) The City Clerk notifies Commission members of the business to be brought before the Commission and serves public notice of all hearings and public meetings of the Commission in accordance with the City Charter and Edgewater Municipal Code.

c) The City Clerk records Commission meetings, including all public hearings, for retention as a public record of those meetings. The City Clerk or designee submits the minutes of prior Commission meetings, including any findings or recommendations, to the Commission for approval.

d) The City Clerk keeps on file the official records of the Commission.

2) Community Development Department

a) The Community Development Department **Director or designee** prepares evidence and data regarding matters to come before the Commission and submits this data and evidence to the Commission in a timely and acceptable form.

b) The Community Development Department **Director or designee** serves as liaison between the Commission and other City departments and boards and between the Commission and applicants appearing before the Commission

Section 2 - Election of Officers

A. The Commission shall nominate and elect by a majority vote of the entire membership of the Commission a Chair and a Vice-Chair from within its members. All officers shall serve a one-year term. Officers shall be eligible for re-election to subsequent terms without

limitation as to the number of consecutive terms served. Elections shall take place during the first regularly scheduled meeting of each calendar year.

B. If the Chair is vacated:

The Vice-Chair shall be named as the new Chair unless he or she refuses to assume the office of Chair. If the Vice-Chair so refuses, or if the office of Vice-Chair is also vacant, a new Chair shall be elected as soon as practical. All current Commissioners are eligible for nomination. The new Chair shall serve the remainder of the term.

C. If the Vice-Chair is vacated:

A new Vice-Chair shall be elected as soon as practical. All current Commissioners are eligible for nomination excluding the current Chair. The newly elected Vice-Chair shall serve the remainder of the term.

Section 3 - Compensation

All members of the Commission shall serve without compensation.

ARTICLE IV - General Procedures

Section 1 - Meetings

A. Public Notice and Public Comment

- 1) All meetings shall be posted and published as required by the City Charter and applicable state and federal laws.
- 2) All meetings shall provide members of the public an opportunity to address the Commission.
- 3) All meetings for the transaction of business shall be open to the public, except that the Commission may go into executive session for the purpose of considering matters permitted by the statutes, as from time to time amended, to be considered in executive session. No formal and legally binding action shall be taken at any such executive session.

B. Quorum.

- 1) ~~A quorum of the Commission shall be a majority of the entire membership of the Commission.~~ **Three (3) members of the Commission shall constitute a quorum for the transaction of any business.**

No official business of the Commission shall be conducted without a quorum.

2) If a quorum is not present a member of the Commission shall adjourn the meeting due to lack of a quorum.

C. Regular Meetings.

Regular meetings of the Commission shall be on the third Wednesday of each month in the City Council Chambers at City Hall and/or virtually, unless otherwise determined by a majority vote of the entire Commission.

Any regular meeting may be canceled or rescheduled by the City **staff** ~~Clerk~~ if there are no hearings, reports or other business to bring before the Commission. In the event of such cancellation or rescheduling, the City **staff** ~~Clerk~~ shall provide notice to each Commissioner, as well as post notice of such cancellation or rescheduling on the City web site, as soon as practical.

D. Special Meetings.

Special meetings may be called by the Chair or by a majority vote of the entire membership of the Commission. Notice of any special meeting of the Commission shall be given to all members at least 48 hours in advance of such meeting.

E. Minutes.

The City Clerk or designee shall keep the minutes of all Commission meetings. The minutes shall become public record after proper certification as to their accuracy.

The approved minutes of the Commission shall be retained in the City Clerk's office. The adopted minutes shall become public record as required by law. (CRS Title 24, Article 72, Part 2)

Section 2 - Order of Business

The order of business shall be by Agenda. The Commission Chair or **Vice Chair** ~~its designee~~ shall **may** assist the City Clerk in preparing the Commission Agenda prior to the preparation of Commissioner Packets.

Section 3 - Matters of Business

All formal matters decided by the Commission shall be introduced by motion. Recommendations to City Council shall be by Resolution. The City Attorney and the City Planner **Community Development Department Director or designee** shall review all resolutions prior to being placed on the agenda.

Section 4 - Voting

A. All members have the right to full participation of debate and voting at all meetings. Each member of Commission shall be entitled to one vote on all matters that come before the Commission. No proxy votes shall be allowed.

B. Any Commissioner shall be permitted to explain their vote.

C. A Commissioner may change their vote either:

1) Before the result has been announced, but not thereafter, or

2) Upon the proper reconsideration of the question, as defined by Robert's Rules of Order.

D. Any Commissioner absent from a public hearing shall not vote on matters regarding said public hearing, unless such Commissioner has reviewed **the recordings of** tapes and any documentary evidence related to the portion(s) of the public hearing at which they were not present.

E. Voting shall be by show of hands, voice (ayes and nays) or electronic as permitted by the City Charter. Members must be present to vote.

For purposes of this section, a Commissioner is "present" if they are physically present in the meeting room or attending virtually or telephonically with the ability to clearly listen to and participate in the proceedings by voice.

F. All advisory actions must be approved by a majority vote of the members present.

G. Comprehensive planning matters must be approved by a majority vote of the entire membership of the Commission.

"The adoption of the plan, any part, amendment, extension, or addition shall be by resolution of the commission carried by the affirmative votes of not less than two-thirds of the entire membership of the commission." C.R.S. § 31-23-208

H. The Regular Meeting Date shall be established by a majority vote of the entire membership of the Commission.

I. No Commission member shall be permitted to abstain from voting, unless they indicate a conflict of interest.

1) As defined in §21.11 by the City Charter, a "conflict of interest," for purposes of this Article, means a pecuniary, property or commercial benefit of a Commissioner, or of any *relative* of a Commissioner, but does not include any matter involving the common public interest or any matter in which a similar benefit is conferred, or is available to all persons or property similarly situated.

2) If a member of the Commission intends to abstain from voting on the basis of conflict of interest, such intention shall be stated at the beginning of the hearing or at such time as such personal bias or conflict of interest is ascertained.

3) If the Commission determines that disqualification is necessary, the disqualified member shall not participate in the discussion and shall not vote on the matter.

4) If the abstention of a member results in the loss of a quorum, no action will be taken.

a) If all members of the Commission are present and abstentions result in the Commission's inability to take action, the Commission shall inform the City Council that the Commission was unable to take action and that no recommendation could be made. The matter shall then move directly to the City Council.

b) If one or more members of the Commission are absent, and abstentions result in the loss of a quorum, the hearing shall be opened and immediately continued to a date certain.

J. In the case of a tie vote on any motion, the original motion is lost and the Chair shall reopen the discussion to solicit a second motion. A majority vote to approve or deny the second motion shall constitute the Commission's final recommendation on the motion. If the Chair is unable to secure a second motion, or if there is a tie vote on the second motion, the motion shall be considered defeated.

ARTICLE V - Rules of Order

Unless these Rules of Procedure specifically state otherwise, Robert's Rules of Order Newly Revised (RONR) shall govern the proceedings of the Commission.

ARTICLE VI - Public Hearings

In addition to those hearings required by law, the Commission may, at its discretion, hold public hearings when it decides that such hearings will be in the public's interest. Such hearings shall be posted and published as required by law.

ARTICLE VII - Amending the Rules of Procedure

~~These Rules of Procedure may be amended at any Commission meeting provided that notice of the proposed amendment is given to each member in writing at least 48 hours prior to the meeting. The affirmative vote of a majority of the entire membership of the Commission shall be required for the adoption of any proposed amendment to the Rules of Procedure, excepting only those administrative amendments to the dates of term expiration set forth in Appendix A. It shall be the responsibility of the Commission to review these Rules of Procedure each December, or as soon as practical thereafter as meeting schedules and agendas allow, to ensure their compliance with the City Charter and~~

~~Edgewater Municipal Code. Excepting the administrative amendments to term expiration dates set forth in Appendix A, Any adopted amendments shall not take effect until approved by the City Council.~~

These Rules of Procedure may be amended at any Commission meeting provided that notice of the proposed amendment is given to each member in writing at least 48 hours prior to the meeting. The affirmative vote of a majority of the quorum of the Commission shall be required for the adoption of any proposed amendment to the Rules of Procedure. It shall be the responsibility of the Commission to review these Rules of Procedure periodically, to ensure their compliance with the City Charter and Edgewater Municipal Code. Any adopted amendments shall not take effect until approved by the City Council.

APPENDIX A

Planning and Zoning Commission

Term Definitions

To achieve overlapping terms as required by the City Charter, each member of the Planning and Zoning Commission shall be assigned to one of the following terms. *Ref:* Charter § 11.2

Term #1 – Expires August 31st, 2025, 2030, 2035, etc in 5-year increments

Term #2 – Expires August 31st, 2026, 2031, 2036, etc in 5-year increments

Term #3 – Expires August 31st, 2027, 2032, 2037, etc in 5-year increments

Term #4 – Expires August 31st, 2028 2033, 2038, etc in, 5-year increments

Term #5 – Expires August 31st, 2024, 2029, 2034, etc in 5-year increments

At no time shall a Commissioner's term be defined as anything other than that which is listed above. At no time shall a term have more than one Commissioner assigned to it.

To maintain this Term List as perpetually current, the City Clerk shall annually update the expiration dates set forth in this Appendix to remove each reference to a lapsed calendar year and to add another future expiration date to the term from which that reference is removed. These administrative updates do not require the review or approval of the Commission to become effective.



City Council Agenda Item Form

Agenda Item Number:	Item 13(3)
Title:	Board of Adjustment and Appeals Rules of Procedure (ROP)
Agenda Date:	<input type="checkbox"/> City Council Workshop: <input checked="" type="checkbox"/> City Council Business Meeting: October 1, 2024
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member: Jocelyn Mills
Staff Contact:	Name: Jocelyn Mills Email: jmills@edgewaterco.com Phone: 720.763.3053
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: For approval
Topic Description:	Board of Adjustment and Appeals (BOA) has revised their Rules of Procedure to be more consistent with the Planning Commission Rules of Procedure. Updated ROP are now before Council for consideration of approval.
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:	N/A
History/ Background:	Earlier this year, BOA recommended some updates to their Rules of Procedure. At City Council's discussion on that version of the updated ROP, it was requested that BOA re-review the rules to

	ensure consistency with the Planning Commission rules. BOA re-reviewed the ROP at their September meeting, and this updated version is now before City Council for approval.

Attachments: BOA Rules of Procedure

CITY OF EDGEWATER
BOARD OF ADJUSTMENT AND APPEALS
RULES OF PROCEDURE

September 2024

Blue – Proposed Amendment

~~Strikethru~~ – Proposed Deletion

ARTICLE I - Purposes and Authority

Section 1 – Appeals from Refusals of Building Permits.

As provided in §11.5 of the City Charter and § 16-24-10 of the Edgewater Municipal Code (“Code”), the Board of Adjustment and Appeals (“Board”) shall hear and determine appeals made by any person aggrieved by the inability to obtain a building permit, or by the decision of any administrative office or agency based upon or made in the course of the administration or enforcement of the provisions of Chapter 16 of the Code, concerning zoning.

Section 2 – Variance Applications

As provided in §11.5 of the City Charter, the Board shall have the power to make exceptions to the terms of the City zoning regulations in harmony with their general purpose and intent and to authorize variances from the strict application of the zoning regulations in such situations, subject to such limitations as may be set by ordinance.

Section 3 – Conditional Use Permits

As provided in §16-23-160 of the City Municipal Code, the Board shall hear and make decisions on Conditional Use Permits in Flood Hazard Areas in harmony with the Flood Hazard Area regulations per the City’s Zoning Code.

ARTICLE II – Board Members, Tenure and Vacancies

Section 1 - Number and Term

The Board shall consist of five (5) members to be appointed by the Mayor. The members shall serve overlapping three-year terms. (Charter §11.4) To achieve overlapping terms as required by the City Charter, each member of the Board shall be assigned to one of the five defined Board terms.

Ref: "APPENDIX A" for term definitions.

Section 2 - Appointments to Board

The Mayor shall not make any appointment to the Board without posting and publishing notice of any vacancy thereon at least fourteen (14) days prior to the appointment and without considering the recommendations of the Board. (Charter §11.1(8))

Section 3 - Officers

The Board shall elect its own Chair and Vice-Chair. (Charter §11.1(6)(a))

Section 4 - Rules of Procedure

The Board shall adopt and operate in accordance with its own rules of procedure. Such rules shall not conflict with the City Charter or Code and shall not take effect until approved by the City Council. (Charter §11.1(6)(b))

Section 5 - Eligibility

The members of the Board shall be registered electors who are not elected officials, officers, or employees of the City and who have been residents of the City for at least one (1) year immediately preceding the date of their appointment. ~~No person who has been or who is convicted of embezzlement, bribery, solicitation of bribery, perjury, subornation of perjury, or any offense involving fraud, shall be capable of holding a position on the Board.~~ (Charter §§ 11.4 (2) and 11.1(9))

Section 6 - Removal

As set forth in §11.1(5) of the City Charter, members may be removed by the Mayor, after a charge in writing and the opportunity for a hearing before the Council, for inefficiency, neglect of duty, or malfeasance in office.

Section 7 - Vacancy

Should any vacancies occur among the Board by reason of death, resignation, disability or otherwise, notice thereof shall be given to the City Clerk **and to the presiding officer (Vice-Chair, in the event of vacancy in Chair)** as soon as practical. Vacancies that occur in any manner other than expiration of a term shall be filled for the remainder of the unexpired term.

Section 8 - Resignation

Any member wishing to resign shall provide written notice to the City Clerk. The City Clerk shall notify the Mayor as soon as practical.

Section 9 - Absence

Any member of the Board with three (3) absences from consecutive regular or special meetings, or four (4) absences from any regular or special meeting during twelve (12) consecutive months may be recommended for dismissal to the Mayor upon the majority vote of the Board. The Mayor shall receive such recommendation and advise the Board and member in writing of his or her determination and action.

ARTICLE III - Duties and Responsibilities of Officers, Assistants and Members

Section 1 - Officers and Assistants

A. Officers:

1) The Chair shall preside at all regular meetings, special meetings and public hearings of the Board. The Chair shall certify all written findings, orders, resolutions, and other official actions taken by the Board. The Chair, or their designee, shall assist the City Clerk in preparing the Board Agenda.

2) The Vice-Chair shall, in the absence of the Chair or in the case of the Chair's inability to act, have all the powers necessary to function as the Chair.

3) In the event both the Chair and the Vice-Chair are absent from a meeting, the clerk, or in the event there is not a clerk, a member of the Board shall call the Board to order and call the roll. If a quorum is present, the Board shall elect, by a majority vote of the members present, an Acting Chair who will preside over the meeting until the arrival of the Chair or Vice Chair, at which time the Acting before the Board.

B. ~~Assistants~~ Staff:

1) City Clerk:

a) For purposes of these Rules of Procedure and as used throughout, the term "City Clerk" means the person holding that office or his or her designee.

a)

b) The City Clerk notifies Board members of the business to be brought before the Board, and serves public notice of all hearings and public meetings of the Board in accordance with the City Charter and Edgewater Municipal Code.

b)

c) The City Clerk records Board meetings, including all public hearings, for retention as a public record of those meetings. The City Clerk submits the minutes of prior Board meetings, including any findings or recommendations, to the Board for approval.

e)

d) The City Clerk keeps on file the official records of the Board.

~~d) The City Clerk is authorized to perform the duties, functions and obligations required by these Rules of Procedure personally and/or through a designee, as the Clerk determines appropriate.~~

2) Community Development Department

a) The City's Community Development staff **Director or designee** prepares evidence and data regarding matters to come before the Board and submits this data and evidence to the Board in a timely and acceptable form.

b) The City's Community Development staff **Director or designee** serves as liaison between the Board and other City departments and boards, and as the coordinator between the Board and applicants appearing before the Board.

Section 2 - Election of Officers

~~A. At its 4th Quarter Regular Meeting, or at the next successive regular Board meeting if such meeting is not conducted, the Board shall nominate and elect by a majority vote of the entire membership of the Board a Chair and Vice-Chair from within its members. The terms of such offices shall commence immediately upon the date of election and shall run until the next election. Officers shall be eligible for re-election to subsequent terms without limitation as to the number of consecutive terms served.~~

A. The Board shall nominate and elect by a majority vote of the entire membership of the Commission a Chair and a Vice-Chair from within its members. All officers shall serve a one-year term. Officers shall be eligible for re-election to subsequent terms without limitation as to the number of consecutive terms served. Elections shall take place during the first regularly scheduled meeting of each calendar year.

B. If the Chair is vacated:

The Vice-Chair shall be named as the new Chair unless they refuse to assume the office of Chair. If the Vice-Chair so refuses, or if the office of Vice-Chair is also vacant, a new Chair shall be elected as soon as practical. All current Board members are eligible for nomination. The new Chair shall serve the remainder of the term.

C. If the Vice-Chair is vacated:

A new Vice-Chair shall be elected as soon as practical. All current Board members are eligible for nomination excluding the current Chair. The newly elected Vice-Chair shall serve the remainder of the term.

Section 3 - Compensation

All members of the Board shall serve without compensation.

ARTICLE IV - General Procedures

Section 1 - Meetings

A. Public Notice and Public Comment

- 1) All meetings shall be posted and published as required by the City Charter and applicable state and federal laws.
- 2) All meetings shall provide members of the public an opportunity to address the Board.
- 3) All meetings shall be open to the public, except that the Board may go into executive session for the purpose of considering matters permitted by the statutes, as from time to time amended, to be considered in executive session. No formal and legally binding action shall be taken at any such executive session.

B. Quorum

- 1) Three (3) members of the Board shall constitute a quorum for the transaction of any business. No official business of the Board shall be conducted without a quorum.
- 2) If a quorum is not present a member of the Board shall adjourn the meeting due to lack of a quorum.

C. Regular Meetings.

Regular meetings of the Board shall be **may conduct** quarterly, in the City Council Chambers at City Hall and/or virtually, on the following dates at such times as designated

and properly noticed in compliance with all applicable open meetings laws, unless such meeting is cancelled or rescheduled, as set forth below:

1st Quarter Meeting: 3rd Wednesday in January

2nd Quarter Meeting: 3rd Wednesday in April

3rd Quarter Meeting: 3rd Wednesday in July

4th Quarter Meeting: 3rd Wednesday in October 5

Any regular meeting may be canceled or rescheduled by the City staff, after consultation with the Chair, if there are no hearings, reports or other business to bring before the Board. In the event of rescheduling or canceling, City staff shall provide notice to each Board member. In the event of rescheduling, City staff will also post notice of such rescheduling on the City web site, as soon as practical.

D. Special Meetings.

Special meetings may be called by the Chair or by a majority vote of the entire membership of the Board. Notice of any special meeting of the Board shall be given to all members at least 48 hours in advance of such meeting.

E. Minutes.

The City Clerk shall keep the minutes of all Board meetings. The minutes shall become public record after proper certification as to their accuracy. The approved minutes of the Board shall be retained in the City Clerk's office. The adopted minutes shall become public record as required by law. (CRS Title 24, Article 72, Part 2)

Section 2 - Order of Business

The order of business shall be by Agenda. The Board Chair or Vice Chair may ~~their designee~~ shall assist the City Clerk in preparing the Board Agenda prior to the preparation of Board Packets.

Section 3 - Matters of Business

All matters decided by the Board shall be introduced by motion. The City Attorney and the Community Development Department Director or designee shall review all resolutions prior to being placed on the agenda.

Section 4 - Voting

A. All members have the right to full participation of debate and voting at all meetings. Each member of Board shall be entitled to one vote on all matters that come before the Board. No proxy votes shall be allowed.

B. Any Board member shall be permitted to explain their vote.

C. A Board member may change their vote either:

1) Before the result has been announced, but not thereafter, or

2) Upon the proper reconsideration of the question.

D. Any Board member absent from a public hearing shall not vote on matters regarding said public hearing, unless such Board member has reviewed the recording of tapes and any all documentary evidence related to the portion(s) of the public hearing at which they were not present.

E. Voting shall be by show of hands, voice (ayes and nays) or electronic as permitted by the City Charter. Members must be present to vote. For purposes of this section, a Board member is "present" if they are physically present in the meeting room or attending virtually or telephonically with the ability to clearly listen to and participate in the proceedings by voice.

F. At least three (3) affirmative votes shall be necessary to reverse any order, requirement or decision of any administrative official, or to grant any variance. (Code § 16-24-10(6))

G. All advisory actions must be approved by a majority vote of the members present.

H. No Board member shall be permitted to abstain from voting unless they indicate a conflict of interest (or unless subsection D. above applies).

1) As defined in § 21.11 by the City Charter, a "conflict of interest," for purposes of this Section, means a pecuniary, property or commercial benefit of any Board member, or of any relative of such Board member, but does not include any matter involving the common public interest or any matter in which a similar benefit is conferred, or is available to all persons or property similarly situated.

2) If a member of the Board intends to abstain from voting on the basis of conflict of interest, such intention shall be stated at the beginning of the hearing or at such time as such personal bias or conflict of interest is ascertained.

3) If the Board determines that disqualification is necessary, the disqualified member shall not participate in the discussion and shall not vote on the matter.

4) If the abstention of a member results in the loss of a quorum, no action will be taken.

a) If all members of the Board are present and abstentions result in the Board's inability to take action, the Board shall inform the City Council that the Board was unable to take action.

b) If one or more members of the Board are absent, and abstentions result in the loss of a quorum, the hearing shall be opened and immediately continued to a date certain.

I. In the case of a tie vote on any motion, the original motion is lost and the Chair shall reopen the discussion to solicit a second motion. If the Chair is unable to secure a second motion, or if there is a tie vote on the second motion, the motion shall be considered defeated.

ARTICLE V - Rules of Order

Unless these Rules of Procedure specifically state otherwise, the City of Edgewater City Council Rules of Procedure and Procedural Guidelines shall govern the proceedings of the Board.

ARTICLE VI - Public Hearings

The Board shall conduct a public hearing on each variance application, **conditional use permit** and appeal that is properly and timely filed.

~~In addition to these hearings, the Board may, at its discretion, hold public hearings when it decides that such hearings will be in the public's interest. Such hearings shall be posted and published as required by law. [not sure of the intent nor the need for this language; the Board can solicit and hear public comment on any topic at any time, even in a directed way, such as, *we want to receive public input on XYZ*, and advertise the same. Such a meeting would more akin to an open house than "public hearing."]~~

In addition to those hearings required by law, the Board may, at its discretion, hold public hearings when it decides that such hearings will be in the public's interest. Such hearings shall be posted and published as required by law.

ARTICLE VIII - Amending the Rules of Procedure

These Rules of Procedure may be amended at any Board meeting provided that notice of the proposed amendment is given to each member in writing at least 48 hours prior to the meeting. The affirmative vote of a majority of the ~~entire membership~~ **quorum** of the Board

shall be required for the adoption of any proposed amendment to the Rules of Procedure. It shall be the responsibility of the Board to review these Rules of Procedure periodically, to ensure their compliance with the City Charter and Edgewater Municipal Code. Any adopted amendments shall not take effect until approved by the City Council.

APPENDIX A

Board of Adjustment and Appeals

Term Definitions

To achieve overlapping three-year terms as required by the City Charter, each member of the Board of Adjustment and Appeals shall be assigned to one of the following terms.

Ref: Charter § 11.4

Term #1 –12/01/2025, 12/01/2028, 12/01/2031, 12/01/2034, 12/01/2037, etc.

Term #2 –05/01/2024, 05/01/2027, 05/01/2030, 05/01/2033, 05/01/2036, etc.

Term #3 –05/01/2026, 05/01/2029, 05/01/2032, 05/01/2035, 05/01/2038, etc.

Term #4 –05/01/2025, 05/01/2028, 05/01/2031, 05/01/2034, 05/01/2037, etc.

Term #5 –12/01/2025, 12/01/2028, 05/01/2031, 05/01/2034, 05/01/2037, etc.

At no time shall a Board member's term be defined as anything other than that which is listed above. At no time shall a term have more than one Board member assigned to it.

To maintain this Term List as perpetually current, the City Clerk shall annually update the expiration dates set forth in this Appendix to remove each reference to a lapsed calendar year and to add another future expiration date to the term from which that reference is removed. These administrative updates to Appendix A shall not require the review or approval of the Board to become effective.



City Council Agenda Item Form

Agenda Item Number:	Item 19
Title:	Briefing - Natural Medicine Health Act
Agenda Date:	<input checked="" type="checkbox"/> City Council Workshop: 3/5/24, 10/01/24 <input type="checkbox"/> City Council Business Meeting:
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member:
Staff Contact:	Name: Carmin Beery Email: cbeery@mdbrlaw.com Phone: 720-763-3012
Type:	<input checked="" 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 type="checkbox"/> Other:
Topic Description:	Briefing on Proposition 122- Natural Medicine Health Act.
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:	None at this time.
Staff Impact:	No additional staff impact at this time.
History/ Background:	Last year, the Colorado legislature adopted and Governor Polis subsequently ratified SB 23-290, a bill regulating “natural medicines” (the “Bill”). The Bill legalizes the possession, consumption, cultivation, manufacture and distribution, in certain circumstances, of previously criminalized substances as defined “natural medicines.” This update will follow the State’s work on developing the regulations around Natural Medicine.
Staff Analysis/Information:	None at this time.

Attachments:

1. Legal Briefing Memorandum.



ATTORNEYS AT LAW

TO: Mayor Conklin and Members of the Edgewater City Council
CC: Dan Maples, City Manager
FROM: Carmen Beery
DATE: September 12, 2024
RE: Natural Medicines under SB 23-290

At your March 5, 2024 regular meeting, we discussed SB 23-290, a bill regulating “natural medicines” (the “Bill”). A prior memorandum summarizing the Bill and the City’s options is again provided with this memorandum. Council direction given on March 5th was to bring this item back after the State concluded its rulemaking on natural medicine businesses.

On August 9, 2024, the State issued its final rules governing natural medicine businesses, viewable [here](#) and effective on October 1, 2024 (the “Rules”). The Rules are fairly comprehensive and address the following business license types:

1. Natural medicine healing center (where natural medicine is administered on-site)
2. Natural medicine cultivation facility
3. Natural medicine products manufacturer
4. Natural medicine testing facility

Similar to the state rules regulating marijuana businesses, these Rules address topics such as security, criminal background standards and qualifications of licensees, safety and hygiene in manufacturing, dosing standards, labeling and packaging requirements, testing requirements, advertising limitations, lawful financial interests, record keeping, inventory tracking and disciplinary proceedings by the State (license suspension and revocation and fines).

Given the breadth of the Rules, there are few unaddressed topics that represent gaps that the City may wish to fill in. As a reminder, local rules and regulations that supplement State law and Rules are permitted but not required. Any local regulations are constrained to “time, place, manner” restrictions and must not be “unreasonable” or conflict with the State’s laws or Rules.

Request for Direction

1. Do you wish to adopt any local laws expressly addressing natural health businesses or do you prefer to defer to the state’s Rules and existing City zoning laws?
2. If you do wish to adopt local laws, which topics do you wish to address:
 - Hours of Operation – the Rules do not restrict hours of operation
 - Additional Distance Requirements – the Rules prohibit Healing Centers within 1,000 feet from child care center/facilities and schools.
 - Amend the 1,000 foot buffer?
 - Add categories of buffers – parks and open space areas, residential uses (Boulder), the Library, other Healing Centers?
 - Other ideas/topics (within the time, place, manner spectrum)