

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Monday, December 15, 2014  
7:30 pm**

Englewood Civic Center – Council Chambers  
1000 Englewood Parkway  
Englewood, CO 80110

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
  - a. Minutes from the Regular City Council Meeting of December 1, 2014.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
  - a. Keep Englewood Beautiful will present the 2014 Holiday Lighting Awards.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.
8. Communications, Proclamations, and Appointments.
  - a. Proclamation recognizing December 15, 2014 as Bill of Rights Day, recognizing the 223<sup>rd</sup> anniversary of the ratification of the Bill of Rights to the U.S. Constitution.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.
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9. Consent Agenda Items

- a. Approval of Ordinances on First Reading.
- b. Approval of Ordinances on Second Reading.
- c. Resolutions and Motions.
  - i. Recommendation from the Police Department to adopt a resolution renewing the agreement with the Humane Society of South Platte Valley for animal sheltering services. **Staff Source: Michael Flaherty, Deputy City Manager and Mark McKay, Code Enforcement Supervisor.**
  - ii. Recommendation from the City Manager's Office to adopt a resolution accepting the Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS) grant. **Staff Source: Michael Flaherty, Deputy City Manager and Audra Kirk, Planner I.**
  - iii. Recommendation from the Fire Department to authorize, by motion, a Medical Director Agreement with Emergency Physicians at Porter Hospitals, P.C. **Staff Source: Andrew Marsh, Fire Chief and Josh Frederick, Acting EMS Bureau Chief.**
  - iv. Recommendation from the Public Works Department to approve, by motion, a contract for the replacement of carpeting in the common areas of the third floor of the Civic Center. Staff recommends awarding the contract to the lowest acceptable bidder, Colorado Carpet Centers, Inc. in the amount of \$66,825. **Staff Source: Michael Hogan, Facilities and Operations Manager.**

10. Public Hearing Items. (None Scheduled)

11. Ordinances, Resolutions and Motions.

- a. Approval of Ordinances on First Reading.
  - i. Council Bill No. 69 – Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing amendments to Title 16: Unified Development Code regarding Official Zoning Map Amendments (Rezoning) and Planned Unit Developments. Staff further recommends setting a Public Hearing for January 5, 2015 to consider public testimony on this matter. **Staff Source: Chris Neubecker, Senior Planner.**
  - ii. Council Bill No. 70 – Recommendation from the Community Development Department to approve a bill for ordinance reducing the number of members of the Keep Englewood Beautiful Commission to nine. **Staff Source: Audra Kirk, Planner I and Harold J. Stitt, Senior Planner.**

- iii. Council Bill No. 71 – Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing amendments to Title 16: Unified Development Code regarding Minimum Lot Width for Multi-Unit Dwellings in the MU-R-3-B and M-U-R-3-C Zone Districts. Staff further recommends setting a Public Hearing for January 5, 2015 to consider public testimony on this matter. **Staff Source: Brook Bell, Planner II**
  - b. Approval of Ordinances on Second Reading.
  - c. Resolutions and Motions.
    - i. Recommendation from the Community Development Department to approve a resolution waiving the building permit fees, the plan review fees, the single family drainage inspection fees, the minor subdivision fees and the fee in lieu of park land dedication associated with the Habitat for Humanity development of 2323 West Harvard Avenue into paired single family homes. **Staff Source: Harold J. Stitt, Senior Planner.**
12. General Discussion.
- a. Mayor’s Choice.
  - b. Council Members’ Choice.
    - i. Resolution approving the City of Englewood’s “Aid to Other Agencies” contributions for 2015.
13. City Manager’s Report.
14. City Attorney’s Report.
15. Adjournment.



## PROCLAMATION

WHEREAS, the first ten Amendments to the Constitution of the United States of America, known as the Bill of Rights, were ratified on December 15, 1791; and

WHEREAS, December 15, 2014 marks the two hundred and twenty-third anniversary of the ratification of the Bill of Rights to the United States Constitution; and

WHEREAS, the Bill of Rights recognizes, affirms and protects fundamental human and civil rights for which persons of all races have struggled for thousands of years; and

WHEREAS, the Bill of Rights is the foundation of American liberty, securing our most fundamental rights including the freedom to speak, assemble, and practice our faith as we please; and

WHEREAS, to preserve the rights and freedoms secured by the Bill of Rights, our forefathers, and hundreds of thousands of men and women serving with police agencies and the Armed Forces of the United States, have sacrificed, suffered and died; and

WHEREAS, the rights and freedoms guaranteed by the Bill of Rights deserve perennial celebration and the sacrifices made to protect the Bill of Rights deserve eternal remembrance; and

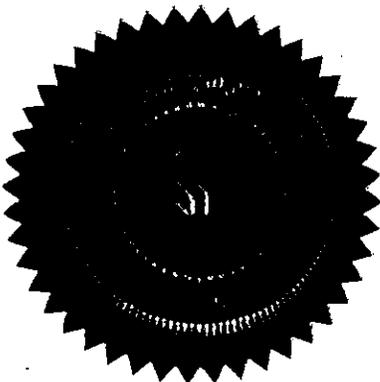
WHEREAS, to commemorate the Bill of Rights with a special day honoring the fundamental rights it enshrines and the sacrifices made to create and preserve these rights, and proclaims these rights to the citizens of the Englewood, to this Nation, and to the World; and

NOW THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, hereby proclaims **December 15<sup>th</sup>, 2014** as:

### BILL OF RIGHTS DAY

and urge all citizens of Englewood, Colorado, to observe Bill of Rights Day in a manner that brings to mind the meaning and importance of each of the Ten Articles contained in the Bill of Rights.

GIVEN under my hand and seal this 15th day of December, 2014.




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Randy P. Penn, Mayor

## COUNCIL COMMUNICATION

<b>Date:</b> December 15, 2014	<b>Agenda Item:</b> 9 c i	<b>Subject:</b> Agreement Renewal – Humane Society of the South Platte Valley
<b>Initiated By:</b> Police Department	<b>Staff Source:</b> Michael Flaherty, Deputy City Manager Mark McKay, Code Enforcement Supervisor	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The City of Englewood has had an agreement in place with the Humane Society of South Platte Valley (HSSPV) for five years. City Council discussed renewal of the sheltering agreement with the HSSPV at the November 24, 2014 Study Session.

### RECOMMENDED ACTION

Staff seeks Council support for a resolution renewing the City of Englewood's agreement with the Humane Society of the South Platte Valley for animal sheltering services.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The initial five-year term of the City's agreement for animal sheltering services with HSSPV expires on December 31, 2014. For the last five years, HSSPV operations have met the requirements of the City. City staff and the HSSPV have tentatively agreed to a five-year renewal with the same operational terms and a cost allocation formula based on actual usage.

### FINANCIAL IMPACT

Englewood's 2015 cost for the sheltering agreement is \$83,151. This amount is included in the Police Department's 2015 Budget.

### LIST OF ATTACHMENTS

HSSPV Profit & Loss Statement  
HSSPV Englewood Statistics  
Projected Government Cost Allocation  
Proposed Resolution

**Humane Society of the South Platte Valley**  
**Profit & Loss Budget vs. Actual**  
 January through December 2013

	<u>Jan - Dec 13</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Contributions and Grants	243,585.49	241,000.00	2,585.49
Government Contracts	208,649.96	195,750.00	12,899.96
Program Service Revenue	<u>270,273.90</u>	<u>252,800.00</u>	<u>17,473.90</u>
<b>Total Income</b>	<u>722,509.35</u>	<u>689,550.00</u>	<u>32,959.35</u>
<b>Cost of Goods Sold</b>			
Appeal Expense	5,225.13	4,000.00	1,225.13
Event Expense	10,042.93	12,000.00	-1,957.07
Merchandise Expense	<u>0.00</u>	<u>1,200.00</u>	<u>-1,200.00</u>
<b>Total COGS</b>	<u>15,268.06</u>	<u>17,200.00</u>	<u>-1,931.94</u>
<b>Gross Profit</b>	707,241.29	672,350.00	34,891.29
<b>Expense</b>			
Shelter Expense	142,725.53	127,750.00	14,975.53
Payroll Expenses	258,631.59	273,978.10	-15,346.51
Occupancy	138,967.18	134,410.00	4,557.18
Office Expense	20,753.42	26,100.00	-5,346.58
Insurance	34,797.07	49,808.00	-15,010.93
Professional Fees	<u>1,924.70</u>	<u>2,400.00</u>	<u>-475.30</u>
<b>Total Expense</b>	<u>597,799.49</u>	<u>614,446.10</u>	<u>-16,646.61</u>
<b>Net Ordinary Income</b>	109,441.80	57,903.90	51,537.90
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Non Cash Donations	<u>37,777.90</u>		
<b>Total Other Income</b>	<u>37,777.90</u>		
<b>Other Expense</b>			
Depreciation Expense	27,751.00		
Other Expense	<u>1,862.00</u>		
<b>Total Other Expense</b>	<u>29,613.00</u>		
<b>Net Other Income</b>	<u>8,164.90</u>		
<b>Net Income</b>	<u>117,606.70</u>	<u>57,903.90</u>	<u>59,702.80</u>

## HSSPV Statistics

### 2013 Englewood Summary

	Incoming			Current Status						
	Agency	Stray	Total	Adoption	Redemption	Transferred	Euthanized	Other	Still on Inventory	Total
Cats	30	49	79	55	6	1	14	3		79
Dogs	174	71	245	72	154	14	3		2	245
Other	2	0	2			1	1			2
	206	120	326	127	160	16	18	3	2	326

Average Stay - All Animals 18 days

## HSSPV Statistics

### 2014 YTD 10/31/14 (10 months) Englewood Summary

	Incoming			Current Status						
	Agency	Stray	Total	Adoption	Redemption	Transferred	Euthanized	Other	Still on Inventory	Total
Cats	46	41	87	55	4	1	11	1	15	87
Dogs	216	72	288	69	204	1	4	3	7	288
Other	3	3	6		1	4	1			6
	265	116	381	124	209	6	16	4	22	381

Average Stay - All Animals 17 days

Projected Government Cost Allocation 2014

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

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

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

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION APPROVING A "CITY OF ENGLEWOOD AGREEMENT FOR ANIMAL SHELTERING SERVICES" BETWEEN THE CITY OF ENGLEWOOD AND THE HUMANE SOCIETY OF SOUTH PLATTE VALLEY.

WHEREAS, the City of Englewood provides animal shelter, food and veterinary treatment essential to the health, safety and welfare of the City and its citizens; and

WHEREAS, the Englewood City Council authorized the City of Englewood to enter into an agreement with the Humane Society of the South Platte Valley, Inc. to provide those services by the passage of Resolution No. 80, Series of 2009; and

WHEREAS, the passage of this Resolution authorized the City of Englewood to enter into a renewal agreement with the Humane Society of the South Platte Valley, Inc. to provide services to the City of Englewood.

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

Section 1. The "City of Englewood Agreement for Animal Sheltering Services" between the Humane Society and the South Platte Valley, Inc., attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest said Agreement for and on behalf of the City of Englewood, Colorado.

ADOPTED AND APPROVED this 15th day of December, 2014.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

**CITY OF ENGLEWOOD  
AGREEMENT FOR ANIMAL SHELTERING SERVICES**

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

**RECITALS AND REPRESENTATIONS**

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

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

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

**WHEREAS**, the Parties desire to enter into this Agreement.

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

**1.0 SERVICES AND PERFORMANCE**

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

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

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

1.2.01 The Society shall visually and physically inspect the facility at the beginning of each week to insure that it continues to meet the standards established by the Pet Animal Care Facilities Act ("PACFA").

- 1.3 **Impoundment/Contact with Owner.** The Society agrees to hold all impounded animals, and to dispose of animals, unless properly reclaimed by a verified owner, in compliance with the Englewood Municipal Code. The Society shall make reasonable efforts to contact the owner of any impounded animal which is brought to it by the City under this Agreement and which bears a City rabies tag, or Municipal or County license tag, or any other reasonable means of identification. Reasonable efforts will consist of attempting to contact the owner at the telephone number indicated on the license, certificate, or tag.
- 1.4 **Dead Animal Disposal.** The Society agrees to store and dispose of dead domestic and wild animals including dogs, cats, small domestic animals and small wild animals. City personnel should contact the Society prior to the transport of any large dead animal classified as i.e., livestock or a large wild animal such as a deer to determine if the Society can accommodate and make arrangements for the storage and disposal of such animal.
- 1.5 **Required Hours of Operation.** Except during any week where a legal holiday occurs, the Society shall maintain a schedule of at least 40 hours per week whereby animals impounded under this Agreement may be reclaimed by their owner. In any week in which a legal holiday occurs, eight hours may be deducted from the required 40 hours for each such holiday. In addition, the Society shall make its facility available to authorized personnel of the City for the purpose of receiving impounded animals under this Agreement on a basis of 24 hours per day, seven days per week by providing access to the shelter by authorized City personnel. For City personnel, the Society will provide staff and/or a contracted veterinarian for emergency care, if required, to accept delivery of injured animals to the Society under this Agreement 24 hours a day , seven days a week,
- 1.6 **Sick and Injured Stray Health Care.** The Society agrees to provide all emergency and critical care services for animals impounded by the City. The Society shall provide such services at locations reasonably proximate to the boundaries of the City.
- 1.6.01 Emergency and critical care services shall include: evaluation (excluding radiographs), stabilization, and pain management. Procedures beyond evaluation, stabilization and pain management must be preauthorized by a Society manager. The City shall not be responsible for the cost of any medical procedures for stray animals brought in by City personnel, citizens or “Good Samaritans” without prior authorization by the City.
- 1.6.02 The Society shall comply with all PACFA regulations for timely veterinary care.
- 1.6.03 The Society agrees to work in good faith to coming to mutually agreeable financial arrangements with owners reclaiming pets that have incurred Society approved medical bills. The Society shall be responsible for collection of any Society approved medical bills. In the instance of court ordered treatment (i.e. cruelty investigations and/or other court or City ordered treatment), the City agrees to pay the veterinarian directly for all evaluation and treatment costs and seek restitution directly from the animal owner.

- 1.6.04 The Society shall be the contract holder for any agreements with outside veterinary services and these agreements may remain confidential. The Society shall be responsible for payment to said clinics. The Society reserves the right to approve or decline any treatments at the discretion of the Society's veterinarian on the case and Society's management. The Society reserves the right to peacefully and humanely euthanize any animal that cannot be humanely held for five (5) days.
- 1.6.05 The Society will not be responsible for the costs associated with treating animals presented to veterinarians contracted by the Society by Good Samaritans.
- 1.6.06 The City shall be responsible for paying all costs associated with requests to veterinarians contracted by the Society for investigative procedures related to the criminal prosecution of animal cruelty or any other animal related offense, i.e. cruelty examinations, necropsies, etc.

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

- 1.7.01 The Society may charge any owner who reclaims an animal all costs and fees incurred by the Society in the impoundment, sheltering and treatment of that animal.
- 1.7.02 The fees to be charged for services provided to the public shall be established by the Society and shall be uniform and reasonable. The Society may set and collect such impound, board, and veterinary care fees for impounded animals as it deems appropriate and may refuse to return the animal to its owner if such payment is not made. This fee may be retained by the Society. The Society shall not bill its own costs, fees or the associated charges set forth in this Section to the City. The Society agrees to notify the City prior to increasing fees for services so that the City can provide feedback regarding any fee increases.
- 1.7.03 The City agrees that within a reasonable period not to exceed three business days after it brings a dangerous dog to the Society pursuant to C.R.S. § 18-9-204.5, the City shall provide the Society with the following information, in writing: (i) the name and address of the dog's owner, (ii) the date that the owner was charged with a violation of C.R.S. § 18-9-204.5 or equivalent municipal ordinance; and (iii) a copy of the Arrest Report or Summons and Citation, subject to applicable records release guidelines as established by the State of Colorado and the City of Englewood. The City also agrees to provide the Society with any available information as to the status of the pending criminal prosecution against the defendant dog owner (including any request or application for bail) upon request by the Society. The City will cooperate with the Society in its efforts to seek compensation or restitution from the defendant dog owner, the Arapahoe County Victim Compensation Board, or any other source, for charges that are incurred as

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

1.7.04 The City agrees that animals impounded under a police or court hold for criminal prosecution for municipal code violations or any violations of C.R.S. pertaining to animals, that are awaiting disposition by the courts will be held for up to 15 days by the Society without additional charge. After 15 days, board fees will be charged to the City at the rate of \$10 per day for the care of impounded animals awaiting court disposition. The City agrees to seek compensation or restitution from the defendant animal owner as described above in Section 1.6.03 for board fees charged to the City.

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

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

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

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

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

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

1.9.01 The Society shall make its impound records and facilities available for inspection by any authorized representative of the City upon written request submitted to the Shelter Director of the Society or the Shelter Director's authorized representative at least 24 hours in advance of the requested inspection.

- 1.9.02 The Society shall record and maintain service usage and expense data for each funded program or program component required under this Agreement and submit quarterly reports in a form mutually agreed upon by the Society and the City.
- 1.10 **Changes to Services.** The City may request a change or changes in the services. Any changes that are mutually agreed upon between the City and the Society shall be made in writing and upon execution by both Parties shall become an amendment to the services described in this Agreement.
- 1.11 **Independent Contractor.** The Society shall perform the services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Society or the Society's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.
- 1.12 **Standard of Performance.** In performing the services, the Society shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. The Society represents to the City that the Society is, and its employees performing such services are, properly licensed and/or registered within the State of Colorado for the performance of the services (if licensure and/or registration is required by applicable law) and that the Society and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the services in accordance with this Agreement.
- 1.12.01 The Society shall promptly inform the City concerning ambiguities and uncertainties related to the Society's performance that are not addressed by the Agreement.
- 1.12.02 The Society shall provide all of the services required in the Agreement in a timely and professional manner.
- 1.12.03 The Society shall promptly comply with any written City request for the City or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Society that are pertinent to the Society's performance under this Agreement for the purpose of the City performing any review of the services.
- 1.12.04 The Society shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
- 1.12.05 The Society shall be responsible at the Society's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the services unless specifically stated otherwise in this Agreement.

- 1.13 **Humane Services.** The Society shall provide humane and quality care to all animals under the terms of this Agreement.

## 2.0 COMPENSATION

- 2.1 **Compensation for Services.** Following execution of this Agreement by the City, the City shall compensate the Society the annual sum of eighty-three thousand one hundred and fifty-one dollars (\$83,151) for the services described in Section 1.0, above. The City shall pay this sum in two (2) equal payments of forty-one thousand five hundred and seventy-five dollars and fifty cents (\$41,575.50). The first installment shall be due January 1, 2015, and the remaining installment on the first of June, 2015.
- 2.2 **Non-reimbursable Costs, Charges, Fees, or Other Expenses.** Any fee, cost, charge, or expense not specified in this agreement that is incurred by the Society shall be deemed a non-reimbursable cost and shall be borne by the Society and shall not be billed or invoiced to the City and shall not be paid by the City.
- 2.3 **Increases in Compensation.** Any increases or modification of compensation shall be subject to the approval of the City and shall be made only by a written amendment of the Agreement executed by both Parties. By October 15<sup>th</sup> of each year, HSSPV will evaluate Englewood usage (animals brought in through animal control and strays brought in from Englewood citizens determined by the found address of the animal) for the prior twelve (12) months (i.e. 10/1–9/30). Based on this usage and HSSPV's governmental allocation model, HSSPV will calculate a fee for the next calendar year.

## 3.0 TERM AND TERMINATION

- 3.1 **Term.** This Agreement shall be effective as outlined in section 1.1.01, at 12:00 a.m. on January 2, 2015, (the "Effective Date") and shall terminate at 11:59 p.m. on December 31, 2015, or on a prior date of termination as permitted by this Agreement.
- 3.1.2 **Renewal.** Approximately 90 days prior to expiration, the Parties will determine whether they intend to renew this Agreement. Following expiration of the term ending December 31, 2015, the Parties may renew this Agreement for an additional four (4) year term (the "Renewal Term"). Both Parties must agree to the Renewal Term via a written amendment to this Agreement.
- 3.2 **Unilateral Termination.** This Agreement may be terminated by either Party for any or no reason upon written notice delivered to the other at least ninety (90) days prior to termination. In the event of the exercise of the right of unilateral termination as provided by this paragraph:
- A. The Society shall continue to provide the services under this Agreement until the ninety (90) day notice period has passed, unless otherwise provided in any notice of termination delivered by the City; and
  - B. All finished or unfinished documents, data, studies and reports prepared by the Society pursuant to this Agreement shall be delivered by the Society to the City and shall become the property of the City.

- 3.3 **Termination for Non-Performance.** Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party if the performing Party first provides written notice to the non-performing Party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Subsection, "reasonable time" shall be not less than five (5) business days. Provided that notice of non-performance is provided in accordance with this Subsection, nothing in this Subsection shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.
- 3.4 **Mutual Termination.** The City and the Society may agree in writing to mutually terminate this Agreement.
- 3.5 **Delivery of Notice of Termination.** Any notice of termination permitted by this Section shall be addressed to the person signing this Agreement on behalf of the Society or to the City Manager at the address shown below or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.
- 3.6 **Reimbursement for Non-Performance.** Should this agreement be terminated by the City for non-performance of services and performance as provided in Section 1.0, and after exhausting all efforts to cure the non performance according to the provisions in Section 3.3, the City shall be reimbursed any pre-paid compensation, except for any actual expenditures incurred and documented by the Society for the care of animals impounded by the City through the date of notice of non-performance, under Section 2.0 of this agreement.

#### 4.0 INSURANCE

- 4.1 **Insurance Generally.** The Society shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified ("Required Insurance"):
- A. Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.
  - B. Comprehensive General Liability insurance with minimum combined single limit for each occurrence of One Million Dollars (\$1,000,000.00) and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Society. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual up to the underlying limits, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a

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

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

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

4.2 **Additional Requirements for Insurance.** In addition to specific requirements imposed on insurance by this Section and its subsections, insurance shall conform to all of the following:

- A. All policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Society; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the services provided by the Society. The Society shall not be an insured party for any City-obtained insurance policy or coverage.
- B. The Society shall be solely responsible for any deductible losses.
- C. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

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

4.4 **Insurance Certificates.** Prior to commencement of any services under this Agreement, the Society shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each

certificate of insurance. The City may request and the Society shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for services until the requested insurance policies are received and found to be in accordance with the Agreement.

## 5.0 OWNERSHIP OF DOCUMENTS

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

## 6.0 REMEDIES

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

- A. Withhold payment to the Society until the necessary services or corrections in performance are satisfactorily completed; and/or
- B. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Society, cannot be performed, or if performed would be of no value to the City; and/or
- C. Terminate this Agreement.

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

## 7.0 MISCELLANEOUS PROVISIONS

- 7.1 **No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

- 7.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 7.3 **Equal Employment Opportunity.** The Society will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Society will ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 7.4 **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section shall not authorize assignment.
- 7.5 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Society. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 7.6 **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 7.7 **Article XXVIII.** If and only to the extent this Agreement constitutes a “sole source government contract” within the meaning of Article XXVIII of the Colorado Constitution (“Article XXVIII”), then the provisions of Sections 15 through 17 of Article XXVIII (“Amendment 54”) are hereby incorporated into this Agreement and the Parties shall comply with the provisions of Amendment 54. In such a case, for purposes of this Agreement, the Society shall constitute a “contract holder” for purposes of Amendment 54, as shall any additional persons, officers, directors or trustees related to the Society who qualify as “contract holders” pursuant to the definition set forth in Article XXVIII. In addition, if and only to the extent this Agreement constitutes a “sole source government contract,” the Society hereby certifies that it is not ineligible to hold any

“sole source government contract” pursuant to Amendment 54 or any contract there under, and the Society hereby agrees to notify the City immediately if, at any point during the term of this Agreement, the Society becomes ineligible to hold any “sole source government contract” pursuant to Amendment 54 or any contract there under. If any provision or provisions of Amendment 54 are held to be unconstitutional or otherwise invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to this Agreement, such provision or provisions shall no longer be incorporated into this Agreement and the Parties shall have no obligations under such provision or provisions.

- 7.8 **Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.
- 7.9 **Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 7.10 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Society without the express written consent of the City Council for the City. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the City Council for the City. No assignment shall release the Society from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- 7.11 **Headings.** The captions in this Agreement are for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 7.12 **Integration and Amendment.** This Agreement represents the entire and integrated agreement between the City and the Society and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the City and the Society.
- 7.13 **Severability.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 7.14 **Employment of or Contracts with Illegal Aliens.** The Society shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Society shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Society certifies as of the date of this Agreement that it does not

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

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

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

**If to the City:**

**If to the Society:**

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

**8.0 AUTHORITY**

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

CITY OF ENGLEWOOD:

By: \_\_\_\_\_  
Randy P. Penn, Mayor

ATTEST:

By: \_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

HUMANE SOCIETY OF THE  
SOUTH PLATTE VALLEY

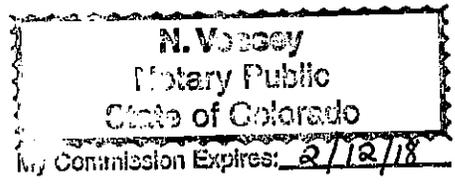
I \_\_\_\_\_  
Shelter Director

STATE OF COLORADO            )  
  )ss.  
COUNTY OF ARAPAHOE        )

Subscribed and sworn to before me this day of 4 December, 2014, by Leslie Maisonneuve as Shelter Director of the Humane Society of the South Platte Valley.

Notary Public ✓

My commission expires: 2/12/18.



## COUNCIL COMMUNICATION

<b>Date:</b> December 15, 2014	<b>Agenda Item:</b> 9 c ii	<b>Subject:</b> Cities Combating Hunger through Afterschool and Summer Meals Programs (CHAMPS) grant acceptance
<b>Initiated By:</b> City Manager's Office		<b>Staff Source:</b> Michael Flaherty, Deputy City Manager Audra Kirk, Planner I

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed the CHAMPS grant at the September 8, 2014 Study Session and approved a resolution at the October 6, 2014 City Council meeting authorizing the City's application for funding.

### RECOMMENDED ACTION

The City Manager's Office recommends City Council approve a resolution accepting \$30,000 in grant funding for the Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS) technical assistance and grant initiative through the National League of Cities and the Food Research and Action Center.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In late August, Mayor Penn brought to staff's attention an opportunity through the National League of Cities and the Food Research and Action Center to participate in the Cities Combating Hunger through Afterschool and Summer Meal Programs technical assistance and grant initiative with the City of Denver. The CHAMPS program is aimed at curbing childhood hunger by providing nutritious meals for children and youth through summertime, afterschool, and weekend meal programs.

Staff applied for the CHAMPS grant funding and was notified in November that the application was successful. A team has been formed with partners from the City and County of Denver, the Englewood School District, Hunger Free Colorado, and the local non-profit organization Well-Fed, Inc.

The goal of the City's participation in the CHAMPS program is to expand the current meal programs being offered through Englewood Schools for schoolchildren throughout Englewood.

### FINANCIAL IMPACT

A match is not required so there is no cost associated with acceptance of the CHAMPS grant, except for the staff time involved in program coordination, and a limited cost for initial week of meals provided.

### LIST OF ATTACHMENTS

NLC Letter of CHAMPS Grant Award  
Englewood's CHAMPS Grant Application  
Proposed Resolution

## 2014 Officers

### President

Christopher B. Coleman  
Mayor  
St. Paul, Minnesota

### First Vice President

Ralph E. Becker  
Mayor  
Salt Lake City, Utah

### Second Vice President

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Marie Lopez Rogers  
Mayor  
Avondale, Arizona

### Executive Director

Clarence E. Anthony

### Deputy Director

Antoinette A. Samuel

November 6, 2014

The Honorable Randy Penn  
1000 Englewood Parkway  
Englewood, CO 80110-2373

Dear Mayor Penn:

I am delighted to inform you that the City of Englewood has been selected by the National League of Cities (NLC) to participate in the Cities Combating Hunger through Afterschool and Summer Meal Programs technical assistance and grant initiative (CHAMPS). Your city will be participating in a "faculty city" regional learning cohort. As part of this cohort, your city will receive a grant in the amount of \$30,000 and will work closely with a team from your faculty city, Denver, CO, that will provide the primary technical assistance throughout the project.

Grant funds may be spent on costs associated with project activities as identified in the city's budget submitted as part of the CHAMPS proposal for the grant period from **November 1, 2014 through December 15, 2015**.

In addition to the technical assistance your city team will receive from your faculty city, NLC and the Food Research and Action Center (FRAC) will provide support through conference calls and webinars with all CHAMPS project cities to offer guidance and peer learning opportunities and will conduct site visits to project cities once during the grant period.

By accepting this grant, the City of Englewood agrees to:

- Select a team lead within the city government who will act as a primary contact with NLC and with your faculty city;
- Keep your faculty city apprised of progress, including setbacks or unexpected challenges throughout the grant period;
- Ensure that members of the project team (e.g., city representative, site sponsor(s), anti-hunger advocate, etc.) participate in technical assistance activities with your faculty city team;
- Ensure that at least one member of the project team participates in NLC's monthly project cross-site conference calls;
- Recognize NLC and FRAC in local media outreach materials related to the CHAMPS project through use of logos or other formal acknowledgement;
- Attend the project cross-site meeting in Denver, CO in **February 2015**; and
- Provide a short progress update with outcome data at the midpoint of project implementation (April 2015) and a final report on progress, outcomes, lessons learned, and how funds were spent to NLC by **December 15, 2015**.

All reports **must include quantitative data on program participation as follows:** *number of new sites, number of children served, and number of meals served*. NLC will provide a short template for data reporting and will work with city teams to track these data throughout the project grant period.





We look forward to working with you as you lead efforts to reduce childhood hunger in your city through the Afterschool and Summer Meal Programs. If you have any questions, please do not hesitate to contact Jamie Nash, Senior Associate for Benefit Outreach ([nash@nlc.org](mailto:nash@nlc.org) or 202-626-3160).

Sincerely,

Clifford M. Johnson  
Executive Director  
Institute for Youth, Education, and Families

Cc: Michael Flaherty, Deputy City Manager  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110  
303.762.2314 - Direct line  
303.762.2408 – Fax  
[mflaherty@englewoodgov.org](mailto:mflaherty@englewoodgov.org)

**Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS) Grant Disbursement Form**

**CITY INFORMATION:**

Lead Contact Name:	Michael Flaherty
Email Address:	
Phone:	(303)762-2314

**FISCAL AGENT INFORMATION:**

Fiscal Agent Name:	City of Englewood
Fiscal Agent Contact Information (Address and Telephone):	<u>1000 Englewood Parkway</u> <u>Englewood, CO 80110</u> <u>(303)762-2314</u>
*Federal Tax ID #:	84-6000583

**Make check payable to (include mailing address if different from above):**

Same \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Please list any additional information we may need to properly disburse your grant funds (e.g. splitting grant amount into separate disbursements, etc.):**

N.A. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**\*In addition to providing the Federal Tax ID # above, please also submit your city's W-9 form.**

Please email or fax this page to Jamie Nash at [Nash@nlc.org](mailto:Nash@nlc.org) or (202) 626-3117 (fax).

**REGIONAL CITY TEAM INFORMATION**

*Please list the 3 key staff that will work on the project. This should include staff from other agencies or offices directly involved in the project. They will also participate in the monthly technical assistance calls.*

**Team Member One (City Representative Lead):**

Name: Michael Flaherty  
Organization/Agency: City of Englewood  
Title: Deputy City Manager  
Street Address: 1000 Englewood Parkway  
City, State, and Zip Code: Englewood, CO 80110  
Phone: (303)762-2314      Fax: (303)762-2408  
Email:

**Team Member Two:**

Name: Jon Kvale  
Organization/Agency: Englewood Schools  
Title: Director of Budget and Finance  
Street Address: 4101 South Bannock Street  
City, State, and Zip Code: Englewood, CO 80110  
Phone: (303)806-2014      Fax: (303)806-2064  
Email:

**Team Member Three:**

Name: Audra Kirk  
Organization/Agency: City of Englewood  
Title: Senior Planner, Community Development Department  
Street Address: 1000 Englewood Parkway  
City, State, and Zip Code: Englewood, CO 80110  
Phone: (303)762-2345      Fax: (303)762-2408  
Email:

Please email or fax this page to Jamie Nash at

or (202) 626-3117 (fax).



## **REQUEST FOR PROPOSALS**

### **Cities Combating Hunger through Afterschool and Summer Meal Programs (CHAMPS):**

**An Initiative To Help Local Leaders Reduce Child Hunger In Their Communities By Expanding Participation In The Federal Afterschool And Summer Meal Programs**

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**Grant Period: September 2014 - December 2015**

**Proposals Due: August 15th, 2014**

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**With Support From The Walmart Foundation**

## **Goal**

The National League of Cities (NLC) seeks to build the capacity of municipalities to raise awareness of, and increase participation in, the federal Afterschool and Summer Meal Programs through the *Cities Combating Hunger through Afterschool and Summer Meals* (CHAMPS) Initiative. Through grants and technical assistance to municipalities, NLC aspires to reach over 29,000 children with healthy meals by expanding afterschool and summer nutrition sites in 6 to 8 cities, thereby creating year-round access to meals when children are not in school.

## **Background**

The federal Afterschool and Summer Meal Programs reimburse city agencies, schools, and nonprofit organizations that provide nutritious meals at their summer, afterschool and weekend programs for children and youth. Passage of the Healthy, Hunger-Free Kids Act in December 2010 made the Afterschool Meal Program available in all 50 states following a successful 14-state pilot project. The Summer Nutrition Programs have been in existence since the late 1960s; however, over 16 million children who qualify for federal meal programs still do not have access to the healthy meals provided through this program. These two programs can be operated together to give children the year-round opportunity to receive nutritious meals during the school year after school, on weekends, and school holidays and during summer vacation.

**Afterschool Meal Programs** can receive this federal funding if they have an educational or enrichment component and are located in an area in which at least 50 percent of the children are qualified for free and reduced-price school meals. Unlike most federal programs, funding amounts are not capped by annual appropriations, but rather meal costs up to approved levels are reimbursed. However, communities that do not participate in the program miss out on the chance to claim these funds and bring them into their local economies.

**Summer Meal Programs** that operate in low-income areas or serve primarily low-income children (ages 18 and younger) can receive federal funds to provide healthy snacks and meals through the Summer Food Service Program (SFSP). This program offers an exciting opportunity to increase the number of children who receive nutritious food during the summer months. Schools can also feed children during the summer through the National School Lunch Program (NSLP), under its Seamless Summer Option.

These programs meet an enormous need for families in cities around the country. Nearly one quarter of all American families with children suffered from food hardship — lacking enough money to buy adequate food — at some point over the past year. Food insecurity has long-term impacts on children's educational achievement and development and, paradoxically, is linked with childhood obesity as families who are struggling to make ends meet can only afford to buy cheaper foods with limited nutritional value. Afterschool and summer nutrition programs also enable program providers that already serve meals to spend their limited funds on programming rather than food.

While the Afterschool and Summer Meal Programs have the potential to close the nutrition gap for children and youth in cities nationwide, many out-of-school-time providers are unaware that they can receive federal reimbursement for providing nutritious meals or lack the financial or administrative capacity to complete the application process.

Mayors and other city officials are in a unique position to help public and nonprofit afterschool and summer program providers take advantage of this opportunity. In recent years, municipal officials have provided invaluable leadership in the creation of citywide systems of afterschool programming as well as local outreach campaigns to expand awareness of and access to vital federal nutrition programs. Cities can also sponsor the Afterschool and Summer Meal Programs on behalf of multiple out-of-school-time providers.

### **Project Overview**

In January 2012, with support from the Walmart Foundation, NLC's Institute for Youth, Education and Families (YEF Institute) and the Food Research and Action Center (FRAC) launched the a national initiative to reduce childhood hunger: *Cities Combating Hunger through the Afterschool and Summer Meal Programs* (CHAMPS). Drawing upon the YEF Institute's extensive experience supporting city efforts to connect their residents to federal benefits and quality local afterschool programs, as well as FRAC's expertise in advancing best practices and policies for reducing hunger in communities across the country, this project expansion is designed to help local leaders reduce child hunger in their communities by increasing participation in these important child nutrition programs to create year-round feeding opportunities for children. Since 2012, NLC and FRAC have supported 26 cities across the country expand participation in these meal programs and have helped to expand city leadership support of these programs.

### **Funding Opportunity**

NLC and FRAC invite municipal officials and staff from cities to apply for grant awards of up to \$50,000 in support of proposed strategies to expand participation in both the federal Afterschool and Summer Meal Programs. Cities eligible to apply for these grant funds include those that have a strong commitment to launching or expanding local efforts to provide afterschool and summer meals utilizing the federal programs resulting in year-round feeding opportunities for children. Based on the proposals submitted, up to 8 cities will be selected to receive grant funding along with customized technical assistance, access to best practices and national experts, and opportunities for peer learning and

### **Grants to State and Local Anti-Hunger Organizations**

In conjunction with the selection of cities for the CHAMPS project, NLC will work with the Food Research and Action Center (FRAC) to provide grants to selected state and local anti-hunger organizations working to eliminate childhood hunger in a select group of cities that receive grant funding. In order to be eligible to receive these grants, the organization must be working in partnership with a city receiving a CHAMPS grant to support the project's goals. This funding is not for organizations sponsoring the Afterschool and Summer Meal Programs.

exchange as they develop strategic approaches for increasing utilization of the Afterschool and Summer Meal Programs.

Grants will be awarded to selected cities proposing a variety of sustainable strategies including, but not limited to: providing start-up funds to afterschool and summer program providers to begin implementing the program; increasing the capacity of key afterschool and summer meal partners; conduct more intensive outreach and promotion of afterschool and summer meals; and testing new and creative strategies to increase participation. NLC and FRAC are particularly interested in funding city-led projects with demonstrated capacity to expand access to meals through existing citywide afterschool and summer programming initiatives that could include schools, parks and recreation centers, human services departments, churches, and nonprofit afterschool and summer programs in the community. Priority will be given to city government agencies that demonstrate the capacity to deliver coordinated year-round meals to children.

### **Proposal Instructions**

To be considered for a grant award, cities are required to submit the following:

- 1) A narrative (4-6 pages) which includes the following information:
  - a) *Statement of Need:* This section should provide evidence of need for and/or expansion of afterschool and summer meals in the community. This description should include the prevalence of child hunger and food insecurity, participation rates in the federal National School Lunch Program (NSLP), and any other additional information that demonstrates your community's need for support in expanding afterschool and summer meals participation.
  - b) *Description of the Current Problem or Challenge:* Please provide a short overview of the level of current participation in both the Afterschool and Summer Meals Programs. Include any barriers that have limited participation such as difficulty identifying sponsors, lack of engagement from school districts, etc.
  - c) *Goals Statement:* Please outline your specific short-term and long-term goals for the project, including the number of afterschool and summer sites you will add, plans for expansion of participation at existing sites; the total number of children you hope to reach through your efforts, and the number of meals you hope to serve by the end of the grant period.
  - d) *Scope of Work:* This section should specifically detail how you will meet your short-term and long-term goals to increase participation in the Afterschool and Summer Meal Programs in your community. It should include:
    - i. A summary of proposed strategies, including a description of methods to accomplish them, and an explanation of how they will serve to develop or enhance afterschool and summer meal programming in your community. Please include a brief description of how you will work to create a year-round, coordinated feeding program and the name(s) of current or proposed organization(s) responsible for sponsoring the new or expanded Afterschool and Summer Meal Programs in your community.

- ii. **Key partners and their roles**, including any new partnerships you plan to develop or leverage. Include a description of each of the organizations' roles that run the Afterschool and Summer Meal Programs, if they are run by two different organizations, and what the relationship between these two organizations looks like. Please include information about current or potential partnerships with state or local anti-hunger groups and with schools in your community.
  - iii. **Role of City:** The goal of this initiative is for municipal government to play a key role in supporting and promoting these federal programs. Please include who within the city government will be the primary contact or project lead, and describe his or her role in the project throughout the grant period. If the city agency staff lead is not directly involved with implementing the meal programs (e.g. a mayor's office staff member) please provide specific examples of how he or she will contribute to achieving the goals of the project and bring city-wide visibility to the Afterschool and Summer Meal Programs.
  - iv. **Intended outcomes** and how you will measure your efforts (please include quantitative outcomes and data wherever possible). Please include the number of potential sites to be added and estimated number of children who will be served. Cities are encouraged to sponsor multiple Afterschool and Summer Meal Programs if existing afterschool and summer coordinating systems are in place.
  - v. **A timeline that outlines key milestones** in your initiative, include potential dates you anticipate reaching these milestones.
- e) Demonstrated Commitment from Local Leadership:* A description of the level of engagement and support from one or more elected officials; which may include a support letter from a particular elected official champion. Describe the official's level of engagement in supporting the meal programs(e.g.. speaking engagements, convening high level stakeholders, producing written communications, city proclamations supporting the program, etc.)
- f) State of Afterschool and Summer Programming Citywide:* Please include information about your city's current afterschool and summer programming, including the number and types of afterschool and summer programs and the approximate number of children and youth served by these programs to provide a general sense of how many youth might benefit from the meals if implemented at these existing programs.
- g) Sustainability:* A short description of how the programs will be sustained and any plans to continue work to expand participation after the grant period ends.
- h) Engagement with your State agency prior to submitting the RFP:* Please indicate whether or not you or the project sponsor have reached out to the appropriate state agencies about implementing the Afterschool and Summer Meal Programs and explain how the state agency is working with you and your team to begin the application process.
- 2) A budget and description of proposed use(s) of grant funds including any key dates for planned expenditures.

### **Selection Process and Criteria**

Staff from NLC and FRAC will review proposals and select up to 8 cities to receive grants by early fall 2014. Cities will be selected based on the following criteria:

- A strong commitment to launching or expanding local efforts to provide afterschool and summer meals utilizing the federal programs resulting in year-round feeding opportunities for children;
- Clearly defined goals that reflect the impact the grant will have on children in the community;
- Engagement by a local elected official on the issue of child hunger;
- Involvement and leadership of city agency team lead in implementing the project;
- Demonstration of knowledge of the eligible Afterschool and Summer Meal Programs and their locations;
- A clear plan of action to reach more children through the Afterschool and Summer Meal Programs and to sustain the program when the grant period ends;
- Significant need (measured by food insecurity and food hardship data, poverty estimates, and federal nutrition program participation rates);
- The involvement of dynamic and engaged partners, including, when possible, a state or local anti-hunger group; and
- The clarity of a budget that reflects how the funds would be spent in a way that aligns with key partners and the program goals.

### **Allowable Use of Funds**

NLC and FRAC will carefully examine the proposed uses of grant funds as part of the application review process. While not intended to reflect all possible options, the following list contains examples of allowable expenditures\*:

- Use of project consultant(s) or staff to develop and implement local strategies that increase utilization of the Afterschool and Summer Meal Programs (if funds will be used for new staff, please indicate how, if at all, staffing will be sustained after the grant ends);
- Reimbursement of start-up costs or provision of financial incentives to help existing afterschool and summer programs participate in the Afterschool and Summer Meal Programs or to increase the number of children served;
- Outreach and communications efforts (e.g., public service advertising, promotional materials, community events) designed to support increased utilization of the Afterschool and Summer Meal Programs;
- Data collection and/or analysis to determine the number of children currently served by the Afterschool and Summer Meal Programs and inform decisions to target specific neighborhoods or groups; and
- Minor equipment purchases necessary to facilitate the provision of meals, including coolers or cambros.

*\*Funds cannot be used to purchase food, including supplementary items to meals served as part of the federal nutrition programs.*

**Timeline and City Expectations**

The project will take place between award notification and December 2015. Throughout the grant period, selected cities will keep NLC staff apprised of progress, including setbacks or unexpected challenges, and program participation data.

Cities will participate fully in the technical assistance opportunities provided to them, including conference calls, site visits, and project updates. Project cities will be asked to provide a short progress update at the midpoint of implementation (in mid-April 2015). A final report on progress and outcomes of the project should be submitted to NLC by December 15<sup>th</sup>, 2015, describing progress to date and how funds were spent. Both of these reports must include quantitative data on program participation, including number of new sites as well as number of children and meals served. NLC will provide a short template for the final report. All cities will also be expected to participate in a cross-site meeting in spring 2015. The location for this meeting will be determined at a later date.

CHAMPS Grants RFP released	July 21, 2014
City Applications Due	August 15, 2014
Cities selected for grants	September 12, 2014
CHAMPS technical assistance project	September 2014 – December 2015
Mid-year reports due to NLC	April 15, 2015
CHAMPS cross-site meeting (date and location TBD)	Spring 2015
Final reports due to NLC	December 2015
Project ends	December 2015

**Application Submission**

If you have questions or would like more information, contact: Jamie Nash at 202-626-3160 or 202-626-3160. Please submit all application materials by August 15 via email to Jamie Nash at

## CHAMPS 2014 Regional Cities Application

Submitted by: City Manager's Office, City of Englewood, Colorado

Submitted to: James Nash, National League of Cities

October 14, 2014

### Narrative:

a. City Lead

Name: Michael Flaherty, Deputy City Manager

Contact information:

City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110  
303.762.2314 - Direct line  
303.762.2408 – Fax

Lead role: Mr. Flaherty will oversee the administration of the grant and coordinate with the grant mentor, the City and County of Denver and with the City's partners, which will include the Englewood School District, Hunger Free Colorado, Chartwells Food Service and a local non-profit organization, Well Fed, Inc.

- b. Current programing: The City of Englewood currently does not offer any related services. The Englewood School District currently provides free and reduced meal programs to its students. (see below for additional specific details)
- c. Program eligibility: The overall percentage of students currently receiving free or reduced meals through the Englewood Public School systems is 63%. The percentage of students that receive free or reduced price meals in the Bishop Elementary School (north Englewood area-Census Tract 57) is 86%. The Bishop enrollment area will be the area in which the City of Englewood will concentrate the FRAC program. The median family income in this Census Tract is \$47,108, with 18.1 of families in poverty.
- d. Partnerships: The City of Englewood will partner with the Englewood Public School District, utilizing the Bishop Elementary School as the primary site for meal distribution during the school year and to potentially include the Clayton Elementary School site during the Summer Meals Program, due to current participation levels at that site. We will also partner with Hunger Free Colorado, Chartwells and Well Fed, Inc. Some of these organizations will also assist the City with outreach efforts.
- e. Proposed strategies for expansion of meal program:
1. Currently the Englewood School District has a breakfast and lunch program in place at Bishop Elementary School. Of the 288 eligible students, 240 receive free or reduced price breakfasts and 194 receive free or reduced price lunches. The NLC grant will allow for expansion of the existing programs with the addition of the After School and Summer Meals program. These programs will expand the availability of meals to eligible students and will not duplicate any current meal programs.

2. Specific numeric goals: The City's goal is to reach 240 eligible students with the After School Meals program and 200 eligible students with the Summer Meals program.
3. Desired outcomes: The desired outcome is the reduction of hunger among the students in the most poverty stricken area of the City and to supplement the programs currently in place through Englewood Public Schools.

**Proposed Project Implementation Timeline:**

October 2014

Begin planning meeting with City and County of Denver and City of Aurora  
Begin outreach efforts with Denver, Aurora and Englewood Public Schools.

November 2014

Hire staff; meet with Hunger Free Colorado and Denver staff to set up data collection strategies; obtain forms, guidance, resources

November 2014- January 2015

Hold stakeholder meetings and gather information, assess needs, capacity, potential sponsors etc.

February – March 2015

Establish potential summer sites; identify sponsor(s) and roles of partners; identify strategies to overcome barriers; create reporting mechanisms

March 2015

Complete vendor RFP and state applications; work with Denver and HFC and local partners on launch plans

April 2015

Work with Denver on best practices and local procedures for Aurora; work on reduction of barriers to participation; consider a budget add for 2016 sustainability

May 2015

Train site personnel as needed; publicize summer sites; launch event

June 2015

Begin SFSP

June – August 2015

Continue SFSP; track usage, monitor sites, get feedback from community, complete reimbursement forms, etc.; if a budget add for sustainability is not accepted by city leadership, then seek sponsorship for 2016 and beyond

August 2015

Publicize after school snack programs; begin serving snacks

August – December 2015

Track usage, monitor sites, obtain feedback from community, complete reimbursement forms; work with Denver and HFC on launch event

December 2015

Submit final report

**Budget:**

Staffing and/or Contract Services:

Administrative functions: \$15,000

Staff/consultants to develop and implement strategies that increase utilization of After School and Summer Meals programs, on-site administration.

Outreach and communications: \$ 3,000

Public service advertising, promotional materials to supplement the communications and outreach of Hunger Free Colorado and to more directly target Englewood residents through Englewood and Arapahoe County media outlets.

Transportation: \$ 5,000

Transport of students from off-site schools to distribution site(s) as may required to increase utilization (reimbursement to School District for transport/bus services)

Data Collection and analysis: \$ 3,000

Staff/consultant services to determine the number of children currently being served and inform decisions to target specific neighborhoods.

Minor equipment: \$ 1,500

Refrigeration/coolers and other minor equipment.

Reimbursement of start-up costs: \$ 2,500

Costs (excluding the cost of meals) to help existing after school and summer programs to participate in At-Risk programs or Summer Food programs for the first time, to increase the number of children served in those existing programs.

Total Budget \$30,000

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION AUTHORIZING ACCEPTANCE OF "CITIES COMBATING HUNGER THROUGH AFTERSCHOOL AND SUMMER MEAL PROGRAMS TECHNICAL ASSISTANCE AND GRANT INITIATIVE (CHAMPS) GRANT" BY THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the City of Englewood applied for the CHAMPS grant funding by the passage of Resolution No. 78, Series of 2014 and was notified in November that the application was successful; and

WHEREAS, a team has been formed with partners from the City and County of Denver, the Englewood School District, Hunger Free Colorado, and the local non-profit organization Well-Fed, Inc.; and

WHEREAS, the City of Englewood has been selected by the National League of Cities (NLC) to participate in the Cities Combating Hunger through Afterschool and Summer Meal Programs technical assistance and grant initiative (CHAMPS); and

WHEREAS, Englewood will receive a grant in the amount of \$30,000; and

WHEREAS, a match is not required so there is no cost associated with acceptance of the CHAMPS grant, except for the staff time involved in program coordination; and

WHEREAS, Grant funds may be spent on costs associated with project activities as identified in the city's budget submitted as part of the CHAMPS proposal for the grant period from November 1, 2014 through December 1, 2015; and

WHEREAS, by accepting this grant, the City of Englewood agrees to:

- Select a team lead within the city government who will act as a primary contact with NLC and with the City and County of Denver (the selected faculty City).
- Keep the faculty city apprised of progress, including setbacks or unexpected challenges throughout the grant period.
- Ensure that members of the project team (e.g., city representative, site sponsor(s), anti-hunger advocate, etc.) participate in technical assistance activities with the faculty city team.
- Ensure that at least one member of the project team participates in NLC's this monthly project cross-site conference calls.
- Recognize NLC and FRAC in local media outreach materials related to this CHAMPS project through the use of logos or other formal acknowledgement.
- Attend the project cross-site meeting in Denver, CO in February 2015.
- Provides a short progress update with outcome data at the midpoint of the project implementation (April 2015) and a final report on progress, outcomes, lessons learned, and how funds were spent to NLC by December 15, 2015.

WHEREAS, all reports will include quantitative data on program participation including the: number of new sites; number of children served, and the number of meals served.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the Cities Combating Hunger through Afterschool and Summer Meal Programs Technical Assistance and Grant Initiative (CHAMPS) Grant.

ADOPTED AND APPROVED this 15<sup>th</sup> day of December, 2014.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

## COUNCIL COMMUNICATION

<b>Date:</b> December 15, 2014	<b>Agenda Item:</b> 9 c iii	<b>Subject:</b> Medical Director Agreement
<b>Initiated By:</b> Fire Department		<b>Staff Source:</b> Andrew Marsh, Fire Chief Josh Frederick, Acting EMS Bureau Chief

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The Fire Department currently has a Memorandum of Understanding (MOU) dated April 6, 2012 with HCA-HealthONE, LLC, d/b/a Swedish Medical Center, for Medical Director and certain education and performance improvement services. The Fire Department has received a letter of intent from HCA-HealthONE to terminate the MOU effective December 31, 2014.

### RECOMMENDED ACTION

Staff recommends Council approve, by motion, a Medical Director Agreement with Emergency Physicians at Porter Hospitals, PC, and the physicians' group that staffs the emergency departments at Porter, Littleton, Parker, and Castle Rock Adventist Hospitals, which are part of the Centura Health system.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Fire Department is required to have a Medical Director for its emergency medical services (EMS) program. Our Paramedics and Emergency Medical Technicians are able to operate within their protocols and training levels only with a medical license being extended to them by a Medical Director. Currently, Dr. Dylan Luyten serves as the Fire Department's Medical Director and Ms. Heidi Cabell as the EMS Coordinator under an MOU with HCA-HealthONE. With the receipt of a letter of intent to terminate the MOU effective December 31, 2014, the Fire Department considered various alternatives for the provision of these services. The most viable options identified were contracting separately with Dr. Luyten and Ms. Cabell at an approximate cost of \$30,000 annually or using the services of Centura Health Pre-Hospital Emergency Medical Services. After analyzing both options, staff recommends using Centura Health Pre-Hospital EMS and entering into an agreement with Emergency Physicians at Porter Hospitals, PC for medical direction.

### FINANCIAL IMPACT

As with the current MOU with HCA-HealthONE, there is no cost to receiving similar services from Centura Health Pre-Hospital EMS and entering into an agreement with Emergency Physicians at Porter Hospitals, PC.

### LIST OF ATTACHMENTS

Medical Director Agreement with Emergency Physicians at Porter Hospitals, PC

## MEDICAL DIRECTOR AGREEMENT

This MEDICAL DIRECTOR AGREEMENT (this "Agreement") is entered into effective as of \_\_\_\_\_, 2014 (the "Effective Date"), by and between EMERGENCY PHYSICIANS AT PORTER HOSPITALS, P.C., a Colorado professional corporation ("Medical Director"), and [EMS Provider] ("Agency"), a home rule municipality.

### RECITALS

WHEREAS, all emergency medical technicians in Colorado are required by the Colorado Department of Public Health and Environment (CDPHE), through rules promulgated by the Colorado Board of Health (CBH), to have a Medical Director if they are providing direct patient care as an Emergency Medical Technician ("EMT") in any setting. EMTs in Colorado may function in pre-hospital and in Medical Director settings with appropriate medical supervision. EMTs provide patient care through delegated medical acts, defined by the CBH. The CBH regulates this practice through Chapter 2, EMS Practice and Medical Director Oversight (6-CCR-1015-3), which defines the roles and responsibilities of a Medical Director and the scope of practice for each of Colorado's levels of emergency medical technician.

WHEREAS, Agency has established or intends to establish an emergency medical services program in Englewood (the "Program");

WHEREAS, Medical Director is a professional corporation or other professional entity that employs physicians who specialize in emergency medical care; and

WHEREAS, in order to ensure quality patient care for services provided by Agency, Agency desires to engage Medical Director to serve as medical director of the Program and Medical Director desires to provide such services to Agency.

### AGREEMENT

NOW, THEREFORE, and in consideration of the recitals above, the provisions of which are hereby incorporated by reference into the body of this Agreement, and the mutual covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### ARTICLE 1 DEFINITIONS

1.1 Emergency Medical Technician (EMT): an individual who has a current and valid EMT certificate issued by the Colorado Department of Health and who is authorized to provide limited acts of advanced medical care in accordance with 6 CCR 1015-3-Chapter 2.

1.2 Initial Responder (IR): a non-EMT / Paramedic medical provider.

1.3 Physician Director: a physician that provides medical direction to all levels of EMT and Paramedics according to 6 CCR 1015-3-Chapter 2.

1.4 Assistant Physician Director: a physician that may also be involved in providing medical direction at the discretion of the Physician Director consistent with accepted medical standards, and in accordance with 6 CCR 1015-3-Chapter 2.

1.5 Paramedic: an individual who has a current and valid paramedic certificate issued by the Colorado Department of Health and who is authorized to provide limited acts of advanced medical care in accordance with 6 CCR 1015-3-Chapter 2.

## ARTICLE 2 SERVICES

2.1 Engagement. Agency agrees to engage Medical Director to provide certain services on 24/7 basis, and Medical Director agrees to provide such services to Agency, upon the terms set forth below. Agency hereby designates John Riccio, M.D., an employee of Medical Director, to be the Physician Director of the Program, who shall be responsible for carrying out the duties required to be carried out by the Physician Director under applicable federal and state statutes and regulations.

2.2 Qualifications of Medical Director. Medical Director will employ one or more Assistant Physician Directors to provide services under this Agreement. Each Assistant Physician Director will:

- 2.2.1 be a board certified physician or board eligible on and after the Effective Date;
- 2.2.2 have and maintain a current unrestricted license to practice medicine in the state where the Program operates; and
- 2.2.3 meet the qualifications to serve as a physician medical director of the Program pursuant to all applicable laws, regulations, and interpretive guidelines.

2.3 Services to Be Provided by Medical Director. Medical Director agrees to serve as the medical director of the Program during the Term (as defined below) and to provide the services in a competent, efficient, and effective manner and in a manner that meets the standards described in this Agreement and those standards that are otherwise established by Agency.

- 2.3.1 Medical Director will provide a physician, board certified in emergency medicine, who meets CBH Rule qualifications, to act as Medical Director for Agency, EMTs, EMT-Is, and Paramedics (collectively referred to as "EMS Providers"). The physician provided by the Medical Director to serve as the Agency's Medical Director shall be mutually agreed upon by the parties.
- 2.3.2 Medical Director will provide the following:
  - a. Notice to the Colorado Emergency Medical Services Section, Health Facilities and Emergency Medical Services Division of the ("CDPHE" that Medical Director is providing medical control functions to Agency and its EMS Providers.

- b. Periodic audit of recorded communication (phone and radio reports) to include dispatch communications.
  - c. Periodic skill proficiency testing, with agreement from and coordination with the Agency.
  - d. Assist the Agency, as required, in any investigation of medical incidents/problems reported and resolution thereof.
  - e. Periodic direct observation of paramedic and EMT skills in the field.
  - f. Routine review and critique of calls.
  - g. Any necessary correspondence with other physicians.
  - h. Assist with infectious disease exposure protocol, including counseling and follow-up.
  - i. Authorization for controlled substances acquisition, distribution, and usage.
  - j. Oversee and advise Agency regarding the Emergency Medical Dispatch (EMD) Program.
- 2.3.3 Medical Director will assist Agency in establishing a quality improvement program. The QI program will be outcome based and will monitor system trends and statistics, audit field trip reports received from patient encounters, and perform research to improve emergency medicine.
- 2.3.4 Medical Director will periodically provide formal education and training courses at Medical Director's or other designated locations. Standard course and material fees are the responsibility of Agency.
- 2.3.5 Medical Director will provide CDPHE approved continuing education programs such as EMS Mobility & Mortalities ("M&M's").
- 2.3.6 Medical Director will provide physician speakers and case presentations on request (as mutually agreed upon).
- 2.3.7 Medical Director may provide hospital clinical rotations for field personnel under a separate Education Affiliation Agreement-EMS that is mutually agreed upon between the parties. If an Education Affiliation Agreement is in place, EMS Providers will be considered EMS Students, as defined in the Education Affiliation Agreement, for all activities related to training and education contemplated by this Agreement.
- 2.3.8 Medical Director will follow the Denver Metro Protocols for basic, intermediate, and paramedic level practice. Medical Director will also provide input when requested on policies and procedures for local EMS system operation and assist with the periodic review and update of all protocols, policies and procedures.

- 2.3.9 Medical Director will, if requested by the Agency, provide additional services through Medical Director's EMS Department including, but not limited to:
- a. Interaction with municipal administration.
  - b. Assistance with public relations/media issues.
  - c. Budget and equipment recommendations regarding EMS activities.
  - d. Promotional boards or investigations.
  - e. Consultation regarding medical care, policies and procedures, training and education, communications, infectious diseases.
- 2.3.10 Medical Director will participate in regularly scheduled meetings between Medical Director and Agency personnel for the purpose of information exchange and updates. Medical Director may serve as a conduit for information from, and a liaison between the CDPHE, Colorado Medical Board, Board of Pharmacy, professional organizations and other services.
- 2.3.11 Medical Director will provide base station hospital services including consultation for medical orders and patient disposition for disaster operations.
- 2.3.12 Medical Director shall own, maintain and be responsible for communication equipment for the Physician Director and Assistant Physician Director.

2.4 Obligations of Agency. Except as specifically delegated by this Agreement to Medical Director, Agency will retain all management and administrative prerogatives and responsibilities as would customarily be assumed by the owner and operator of an emergency fire rescue agency. Without limiting the foregoing, Agency will:

- 2.4.1 Require each EMT and Paramedic to maintain current certification as required by the Colorado State EMS Division at all times he/she functions on behalf of Agency and provide proof of certification upon reasonable request of the Physician Director or his/her representative.
- 2.4.2 Assure that each EMT, Paramedic and IR has a copy of or has access to the protocols provided by the Physician Director, including revisions to protocols as may be implemented from time to time.
- 2.4.3 Require each EMT, Paramedic and IR to comply with the medical Quality improvement plan and protocols, standing orders and operational policies implemented or provided by the Physician Director.
- 2.4.4 Promptly inform Physician Director or his/her designated representative of any complaint regarding pre-hospital medical care, transport or ambulance contact by an EMT, Paramedic and IR, and provide relevant documentation regarding said complaint.
- 2.4.5 Maintain professional liability insurance and upon request provide

to Medical Director proof of this insurance or this agreement shall become null and void.

- 2.4.6 Provide Medical Director, within ten (10) days of execution of this contract, any Agency corporate resolution, policy, procedure, contract or action of which it has knowledge that will or may pertain to the provision of medical care, dispatch, disposition or treatment of persons who may be treated by an EMT, Paramedic and IR, mutual aid, equipment or services to be provided by an EMT, Paramedic and IR ("Medical Policies and Procedures"), and promptly notify Medical Director of any subsequent changes to these Medical Policies and Procedures.
- 2.4.7 Promptly provide the Physician Director, or his/her designated representative, a copy of documents, including pre-hospital records, incident reports, statements or other information in the custody of Agency, regarding any patient contacted or treated by an EMT, Paramedic and IR reasonably requested for quality improvement or risk management review, which copy shall not be further disclosed by Medical Director without authorization from Agency unless otherwise required by law.
- 2.4.8 Notify Physician Director, or his/her designated representative, of any additions or deletions of the EMTs, Paramedics and IRs providing care on behalf of or as members of Agency no more than seven (7) days after the effective date of such change. In any event, no person employed or retained on or after the Effective Date is authorized to provide advanced life support or basic life support without prior authorization of the Physician Director. Such authorization may be based upon satisfactory completion of skills evaluation, system orientation and/or protocol examination, unless waived by the Physician Director.
- 2.4.9 Require all EMTs, Paramedics and IRs to maintain current certification in healthcare provider or equivalent basic and advanced cardiac life support, as applicable.
- 2.4.10 Comply with applicable federal and state law, including the requirements of 6 CCR 1015-3-Chapter 2.
- 2.4.11 Comply with the pre-hospital emergency medical services quality improvement plan of each hospital to which Agency transports patients.
- 2.4.12 Agency agrees, that no EMT, Paramedic or IR employee or agent of Agency shall be considered an employee of the Medical Director. At all times, Medical Director shall be considered an independent contractor.
- 2.4.13 Create and administer a comprehensive, Medical-Director approved tracking program for controlled substances.

- 2.4.14 Agency will provide copies of trip reports for 911-patient encounters and transports as requested.
- 2.4.15 Agency will designate an EMS Coordinator to act as liaison with Medical Director. The EMS Coordinator will remain familiar with all Medical Director EMS policies and procedures.
- 2.4.16 Agency will participate with Medical Director in Agency EMS QI program.
- 2.4.17 Agency will provide field observational shifts for Medical Director emergency department and EMS Department staff at no charge, provided each staff member executes an Agency ride-along agreement.
- 2.4.18 Agency will maintain liability insurance with worker's compensation insurance for Agency personnel.
- 2.4.19 Agency will notify the Medical Director of all issues that pertain to medical liability, patient care or quality issues.
- 2.4.20 Agency will maintain a current roster of all EMS certified personnel, including level of certification, date of expiration, CPR and ACLS cards and address of each individual.
- 2.4.21 Agency will ensure that all active Paramedics have current ACLS cards and meet all state requirements.
- 2.4.22 Agency will track CME of its personnel.
- 2.4.23 Agency will designate an Infection Control Officer.
- 2.4.24 Agency shall own, maintain and be responsible for communications equipment for EMTs, IRs and Paramedics.

2.5 Non-Disparagement. Medical Director and Agency agree, during and at all times following the Term, not to defame or disparage the business, reputation, or operations of the other of them.

2.6 Medical Recordkeeping. Medical Director will prepare or have prepared under Medical Director's direct supervision for each patient of the Program, medical records relating to the services provided in such form and containing such information as is required by Agency. Medical Director will maintain, and will cause Medical Director's employees and agents to maintain, the confidentiality of the medical records and other information relating to the patients of the Program and will disclose such information only in accordance with the medical record policies established by Agency or as otherwise required by law. All of the medical records of the patients of the Program will be owned by Agency, but Medical Director will have the right of access to such records as provided by federal and state law. Both parties agree to maintain the confidentiality of all "Personal Health Information" as required by HIPAA. The Parties and their representatives agree to comply with the federal Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996.

**2.7 Indemnification.** Agency shall be responsible for the acts of EMTs, IRs and Paramedics. Medical Director shall be responsible for the acts of the Physician Director and Assistant Physician Director.

**2.8 Insurance.**

**2.8.1** Medical Director will maintain a policy of professional liability Insurance providing coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate coverage which insures Medical Director against any act, error, or omission for which Medical Director may be liable as a result of Medical Director's obligations under this Agreement.

**2.8.2** Agency will maintain a policy of liability insurance providing coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate coverage which insures Agency against any act, error, or omission for which Agency may be liable as a result of Agency's obligations under this Agreement. Agency will provide Medical Director with a certificate evidencing the Agency's Malpractice Policy, which certificate will provide that Medical Director will receive at least 30 days prior written notice before any change or cancellation of such Agency's Malpractice Policy will be effective. If the Agency's Malpractice Policy is a "claims made" policy, such policy will provide the right on the part of Agency to purchase an extended reporting endorsement if the Agency's Malpractice Policy is canceled.

**2.9 Conflict of Interest.** Except with the consent of Agency, neither Medical Director nor any of the Providers will be concurrently employed or otherwise obligated under any agreement to provide medical or other professional services for any Person which can reasonably be expected to interfere with or cause Medical Director to neglect Medical Director's responsibilities under this Agreement. Notwithstanding the foregoing, nothing in this Section 2.9 will be construed to limit any Provider from becoming a member of the medical staff of any hospital or other health care provider, from exercising clinical privileges in connection with said medical staff membership, or from providing services under any contract with any third party payor. Nothing in this Agreement will prohibit Medical Director or any employee or agent of Medical Director from providing services in or making referrals to any health care Medical Director when the best medical interest of the patient so requires or the patient requests care at such Medical Director.

**2.10 Independent Contractor Status.** The relationship of Medical Director to Agency will be and is that of an independent contractor. Nothing in this Agreement is intended or will be construed to create an employer-employee relationship, joint venture relationship, or a partnership, expressly or by implication, or to allow Agency to exercise control or direction over the manner or method by which Medical Director provides the medical services that are the subject matter of this Agreement; except that the services to be provided by Medical Director under this Agreement must be provided in a manner consistent with the highest professional standards governing such services and with the provisions of this Agreement.

**2.11 Statutory Requirement.** To the extent required by Section 1861(v)(1)(I) of the Social Security Act, as amended, and its implementing regulations (the "Act"), Medical Director hereby agrees:

**2.11.1** Until the expiration of four years after the furnishing of services to

Agency pursuant to this Agreement, Medical Director will make available upon written request from the Secretary of the United States Department of Health and Human Services ("HHS"), or upon request from the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and all books, documents, and records of Medical Director that are necessary to certify the nature and extent of the costs described in the Act.

2.11.2 If Medical Director is requested or ordered to disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation by HHS, Medical Director will immediately notify Agency of the nature and scope of such request and will make available, upon request of Agency, all such books, documents or records in Medical Director's custody.

### ARTICLE 3 TERM AND TERMINATION

3.1 This Agreement will be binding on the parties as of the Effective Date and shall continue for an initial period of one (1) year, provided that either party may terminate this Agreement by providing written notice thereof to the other party. This Agreement shall automatically renew for consecutive-one year terms unless either party provides written notice of its intent to not renew the Agreement. The actual duration of this Agreement is referred to as the "Term."

3.2 Because Medical Director has agreed to provide the services under this Agreement to Agency at no cost to Agency, Agency's sole remedy against Medical Director for breach of the Agreement shall be to terminate the Agreement.

### ARTICLE 4 MISCELLANEOUS

4.1 Notices. Any notice, consent, request, or other communication which is required or permitted to be given under this Agreement will be in writing and will be given if: (a) personally delivered (including delivery by Federal Express or other nationally recognized overnight courier) or sent by telecopier, as follows:

To Agency:  
City Manager  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110  
Phone: 303 762-2311  
Fax: 303 762-2408

If to Medical Director to:

Emergency Physicians at Porter Hospitals, P.C.  
Mailstop G1J  
2525 S Downing Street  
Denver, CO 80210  
Attention: Mark Prather, Chief Financial Officer  
Phone: 303-895-6371  
Fax: \_\_\_\_\_

All notices will be deemed given and received on the date of personal delivery or, if mailed postage prepaid by certified mail, return receipt requested, three business days after deposit in the United States mail. Either party may change its address by giving notice of such change to the other party.

4.2 Modification and Changes. This Agreement may not be changed or modified except by a written instrument executed by both parties.

4.3 Assignment or Delegation. Either party may assign its rights or delegate its duties under this Agreement in connection with any sale of assets, merger, corporate reorganization, sale or issuance of stock, or any similar transaction without the consent of the other party, and may assign its rights or delegate its duties under this Agreement in any other circumstance with the consent of the other party, such consent not to be unreasonably withheld.

4.4 Headings. The headings of the various sections of this Agreement are inserted merely for convenience and do not expressly or by implication limit, define, or extend the specific terms of the sections so designated.

4.5 Governing Law. This Agreement will be deemed to have been made and will be construed and interpreted in accordance with the laws of the state of Colorado.

4.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement between Agency and Medical Director with respect to its subject matter and all prior agreements or understandings, whether written or unwritten, are deemed to be superseded by this Agreement.

4.7 Waiver of Breach. The waiver by either Agency or Medical Director of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

4.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability will not affect the remainder of this Agreement, which will remain in full force and effect and enforceable in accordance with its terms.

4.9 No Third-Party Beneficiary. This Agreement is not intended to benefit and does not benefit any Person other than the parties.

4.10 Agency Representative. Agency will act with respect to all matters under this Agreement through Agency's manager, which in turn acts through its manager.

4.11 Survival of Termination. The provisions of Sections 2.5, 2.6, 2.7, 2.11, 4.8, and 4.12 will survive the termination of this Agreement.

4.12 Joint Authorship. This Agreement is the product of the negotiation of Agency and Medical Director, each of whom has been represented by legal counsel. For convenience, it has been drafted by one of the parties. This Agreement will not be construed in favor of, or against, either party by reason of its having been drafted by one of the parties.

4.13 Benefit. This Agreement will be binding upon and will inure to the benefit of Agency and Medical Director and their successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date written below.

AGENCY:

MEDICAL DIRECTOR:

CITY OF ENGLEWOOD

Emergency Physicians at Porter Hospitals,  
LLC

By: \_\_\_\_\_

By: .

Andrew Marsh

John Riccio, M.D.

Title: Fire Chief

Title: Medical Director

## COUNCIL COMMUNICATION

<b>Date:</b> December 15, 2014	<b>Agenda Item:</b> 9 c iv	<b>Subject:</b> Civic Center Third Floor Common Area Carpet Replacement
<b>Initiated By: Public Works</b> Public Works		<b>Staff Source:</b> Michael Hogan, Facilities and Operations Manager

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council discussed the replacement and final bid costs of carpet for the third floor common area of the Englewood Civic Center at the November 17, 2014 Study Session.

### RECOMMENDED ACTION

Staff recommends Council approve, by motion, a contract for the replacement of carpet in the Civic Center third floor common area. Staff recommends awarding the contract to the lowest acceptable bidder, Colorado Carpet, Inc. in the amount of \$66,825 with a 10% contingency for a total project cost of \$73,508.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Facilities worked with a local architect to provide a variety of carpet styles and colors to choose from for the replacement project. The selections were narrowed down to ten. A committee was put in place with the aid of Deputy City Manager Michael Flaherty to make the final selection. Four bids were received, with the lowest acceptable bid from Colorado Carpet Centers, Inc.

New carpet tile flooring will be installed in all Civic Center third floor common areas.

### FINANCIAL IMPACT

Funding for this project is budgeted in the 2015 Capital Improvement Fund. The lowest acceptable bid amount was for \$66,825 from the Colorado Carpet Center, Inc.

- *Original Project Estimate #1*                      \$82,950
- **Project Cost**                                      **\$66,825**
- **City Construction Contingency**              **6,683 (10%)**
- **Total Project Cost**                              **\$73,508**

### LIST OF ATTACHMENTS

Bid Tabulation Sheet  
Contract Documents

**City of Englewood Bid Tabulation Sheet**

**Bid Opening Date: October 23, 2014 2:00 P.M. MDT**

<b>Apparent Low Bidder</b>
----------------------------

**ITEM BID: ITB-14-022 Civic Center 3rd Floor Common Area Flooring Removal and Installation**

Vendor	Bid Bond Y/N	Receipt of Addendum 1 Y/N	SOQ Y/N	Total Bid	Exceptions/Comments
The Floor Care Company					*Final Bid amount
4275 S Navajo St					includes 1 year free
Englewood, CO 80110					Millicare method
(303) 867-5557					carpet maintenance
Sally Gulick - President	Y	N	Y	\$ 84,480.00	
Colorado Carpet Center, Inc.					
7081 E 56th Ave, Unit B					
Commerce City, CO 80022					
(720) 322-0200					
Terry Staab	Y	Y	Y	\$ 66,825.00	
Resource Colorado					
700 W Mississippi Unit C4					
Denver, CO 80223					
(303) 756-7100					
Mike Gonzales	Y	N	Y	\$ 70,176.65	
Empire Today, LLC					
4985 Lima St					
Denver, CO 80239					
(720) 314-9691					
Shawn Watters - Commercial Mkt Mgr	Y	Y	Y	\$ 86,939.60	

## CONTRACT

### CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Colorado Carpet Center Inc., whose address is 7081 E. 56<sup>th</sup> Ave. Unit B Commerce City, CO 80022 ("Contractor"), commencing on the 8<sup>th</sup> day of October, 2014, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

**PROJECT: Civic Center 3<sup>rd</sup> Floor Common Area Flooring Removal and Installation Project  
ITB-14-022**

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of Public Works to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore, and

WHEREAS, pursuant to said recommendation, the Contract has been awarded to the above named Contractor by the Mayor and City Council and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid and the work to be performed under this contract, the parties mutually agree as follows:

- A. Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached or incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full:

- Invitation to Bid
- Contract (this instrument)
- Insurance
- Performance Payment Maintenance Bond
- Technical Specifications
- Drawings sheets
- City of Englewood Civic Center 3<sup>rd</sup> Floor Common Area Scope of Work for  
Flooring Removal and Installation

- B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.

- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **ten (10) days** from being notified to commence work by the

Director of Public Works and agrees to fully complete said work by December 31<sup>st</sup> 2014, plus such extension or extensions of time as may be granted by the Director of Public Works in accordance with the provisions of the Contract Documents and Specifications.

- D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.
- E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.
- F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

Notwithstanding the above, the Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of breach of the award by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor is determined.

- G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being

Sixty Six Thousand Eight Hundred Twenty Five Dollars (\$66,825.00).

A 5% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.

The City will maintain 10% of the contract price in contingency funds. The balance of these funds will be retained by the city at the conclusion of the project and only used with the written approval of the Project Manager, and Public Works Director

- H. Appropriation of Funds: At present, \$ 73,508 has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.
- I. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.
- J. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.
- K. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of one (1) year from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Public works whose decision upon the matter shall be final and obligatory upon the Contractor.

**VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET.SEQ. REGARDING HIRING OF ILLEGAL ALIENS**

**(a) Employees, Contractors and Subcontractors:** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

**(b) Verification:** Contractor will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7) respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract. Contractor is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

**(c) Duty to Terminate a Subcontract:** If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

(1) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the sub-contract with the subcontractor if, within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with the illegal alien.

**(d) Duty to Comply with State Investigation:** Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5).





City of Englewood  
Civic Center 3<sup>rd</sup> Floor Common Area  
**SCOPE OF WORK**  
**FLOORING REMOVAL AND INSTALLATION**

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**A. BIDDER'S QUALIFICATIONS**

1. Attend the mandatory job walk at the facility wherein the work is to be done and thoroughly examine measure and determine the requirements to complete the work as described herein.
2. Submit at least three references for projects of similar size and nature. Note that any unsatisfactory references will eliminate bidder from further consideration.
3. Review the specifications thoroughly and be familiar with the requirements contained herein.
4. Utilize only individuals who are manufacturer certified technicians if required by flooring manufacturer to assure that the warranty qualifications requirements are met.
5. Note that the estimated square footage stated herein is to provide bidders with an approximate scope of work for the project and it is the bidder's sole responsibility to accurately and completely determine the amount of material and labor necessary to complete the work; no additional costs or time delays will be considered by the City for bidder's inaccurate determinations.

**B. SCOPE OF WORK**

1. Project Management

- A) Coordinate carpet removal and replacement in all project areas and all activities with City representative to ensure that the project is completed in a timely fashion and according the specifications.
- B) Project timeline and completion dates will be negotiated with Contractor upon bid determination, bonding, insurance and material delivery estimates.
- C) **Project work will occur during the hours of 4 P.M. and 7 A.M. to ensure City offices remain open and accessible.**
- D) Exercise due diligence in all aspects of the project.
- E) Ensure that all orders are placed and followed up on quickly to meet project timelines.

2. Materials

- A) All project materials to be supplied by Contractor.
- B) Carpet – Approximately 1,616 Square Yards (Project) Milliken – Scattergraph SCA47-124 19.7" x 19.7" Carpet Tiles
- C) Carpet – Approximately 250 Square Yards (Owner Stock) Milliken – Scattergraph SCA47-124 19.7" x 19.7" Carpet Tiles
- D) Wall Base – Approximately 2,300 Lineal Feet – Johnsonite Traditional Rubber Wall Base – Color #47 Brown – 4" High Cove with Toe; 1/8" thick.
- E) All other installation materials needed and comply with manufacturer's warranty.

3. Mobilization

- A) Ensure that work crews are scheduled far enough in advance to ensure timely initiation and completion of the project.
- B) Ensure that all required tools and equipment are available to initiate the work.

4. Delivery, Storage and Handling

- A) Be responsible for all delivery arrangement of all material to the work site.
- B) Promptly inspect shipments to ensure that products comply with requirements, quantities are



City of Englewood  
Civic Center 3<sup>rd</sup> Floor Common Area  
SCOPE OF WORK  
FLOORING REMOVAL AND INSTALLATION

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correct and products are undamaged.

- C) Transport and handle products in accordance with manufacturer's instructions.
  - D) Coordinate delivery, storage and handling requirements with City representative to designated prepared areas to minimize site storage time and potential damage to stored materials.
  - E) Utilize City facilities for storage of any tools, materials or equipment required to perform the work as authorized by City representative. Restrict storage to materials and equipment related to the project only.
  - F) Stage the materials, if necessary, only in areas designated by the City representative.
  - G) Ensure that the staged items are fully protected and secured from adverse environments, conditions, damage, vandalism, theft and the like.
  - H) Do not stage or store items that are in contradiction with the manufacturer's or legal requirements.
  - I) Ensure that all equipment, excess materials and debris are removed from the work site as soon as practically possible.
  - J) Note that any damaged or missing items shall be replaced at contractor's sole expense.
  - K) Remove from City facilities all materials, tools and equipment immediately after completion of the project.
5. Moving Furnishings
- A) Relocate furniture in designated areas to facilitate the removal and installation process.
  - B) Lift the furniture as required when relocation is not a reasonable option.
  - C) Utilize a manufacturer approved furniture lift system to ensure that there is no damage to the furniture or the new flooring.
  - D) Do not utilize crowbars or like devices unless specifically authorized by City representative.
  - E) Fish tank in the Public Works/Human Resources common area will stay in place and carpet will be installed around the unit.
  - F) **Note that cost to move or lift furniture is at the Contractor's sole expense.**
6. Removing and Disposing of Existing Flooring
- A) **Remove and dispose of the existing carpet, base, and project related debris according to all legal requirements in Contractor provided disposal system.**
  - B) Ensure that excess materials on the substrate, that would prevent the proper installation of the new flooring, are removed and disposed of properly.
  - C) Do not stockpile material, remove and dispose quickly.
  - D) Coordinate with the City representative regarding all disposal containers that are required; any related costs are at the Contractor's sole expense.
  - E) Do not reuse any removed material unless City representative so authorizes.
  - F) Notify City Representative promptly upon discovery of any historic items encountered during work and protect, remove, handle, and store as directed by City Representative.
7. Preparing Substrate



City of Englewood  
Civic Center 3<sup>rd</sup> Floor Common Area  
SCOPE OF WORK  
FLOORING REMOVAL AND INSTALLATION

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- A) Examine substrates thoroughly to determine its suitability for flooring installation.
  - B) Notify, immediately, the City representative, upon discovery of any suspect condition that could potentially cause a faulty installation. Do not proceed with installation unless the City representative has granted written permission to proceed regarding the suspect conditions. Remedy any faulty installation failing Contractor's adherence to the aforementioned.
  - C) Ensure that a minimum ambient temperature of 65 degrees F and relative humidity of 65% is maintained for 72 hours prior to, during, and 48 hours after installation.
  - D) Ensure that, prior to flooring installation, the substrate is: properly prepared for the flooring material; free of inherent defects such as ridges, bumps, rises, dips, low spots, cracks, holes, joints and the like that could cause a faulty installation, be unsightly, or cause any hazards; sufficiently smooth, flat, clean, dry, well bonded, primed; has moisture content and pH levels that are within flooring manufacturers' tolerances to permit a professional installation and pleasing appearance.
8. Installing New Flooring
- A) Ensure proper ventilation at all times and that no potential or known fire hazards exist.
  - B) Protect all areas not receiving new flooring at all times.
  - C) Utilize only the adhesives that are the appropriate type, amount, spread and meet the environmental conditions according to the manufacturer's specifications.
  - D) Cut flooring according to manufacturer's specifications.
  - E) Install the flooring material according to the manufacturer's specifications.
  - F) Ensure that any patterns of the flooring are aligned and positioned properly.
  - G) **Ensure that the pattern and alignment has been approved and photo documented by the City representative prior to full install and that there is uniformity and conformity of direction.**
  - H) Install flooring material in all designated areas including under any open-bottom items, removable flanges and furnishings, in alcoves and closets and to the edge of all walls columns, permanently mounted articles and the like.
  - I) Install protective edge guards or overlapping flanges to conceal edges. Install transition pieces between old flooring and new.
  - J) Provide tightly fitting cut-outs as appropriate.
  - K) Ensure that all joints and edges are properly butted so that there are no gaps or distortions in the flooring.
  - L) Ensure that the installed flooring does not interfere or restrict any existing cabling or wiring for any devices including without limitation: computers, fax machines, telephones, copiers, electrical boxes and the like.
  - M) Do not bridge building expansion joints with continuous flooring.
  - N) Remove, immediately, all excess adhesive from all areas and ensure that its removal causes no damage to new flooring or adjacent surfaces.
  - O) Clean and vacuum, as appropriate, the new installed flooring prior to replacing furniture and after replacing furniture as may be necessary.



City of Englewood  
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**SCOPE OF WORK**  
**FLOORING REMOVAL AND INSTALLATION**

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**9. Replacing Moved Furnishings**

- A) Note that furnishings include all tangible items including without limitation: furniture, desks, shelves, bookcases, floor mats, etc., but not computer equipment.
- B) Replace all moved furnishings to its original position or to the designated positions as may have been determined and agreed upon before the installation process began.
- C) Ensure that all furnishings are back in place immediately after completed installation.

**10. Final Inspection**

- A) Perform a pre-final inspection before requesting the final inspection with City representative.
- B) Coordinate final inspection with City representative immediately after the project completion.
- C) Note that invoices may not be presented for work that has been completed that has not been inspected and approved by City representative and if invoice is received prior to approval, then payment will be withheld until such approval has been granted.
- D) Replace any defective work, at Contractor's sole expense, within five business days after final inspection and notification has been received by Contractor from City representative.

**11. Demobilization**

- A) Ensure that all waste materials are disposed of properly.
- B) Deliver all excess flooring materials per City representative instructions including specified owner stock order.
- C) Ensure that all required tools and equipment are promptly removed after completion of work.

**C. WORK DELAYS**

- 1. Note that force majeure applies only when delays are clearly beyond the control of or could not have been anticipated by Contractor. City will grant an extension in time equivalent to the exact number of working days that were caused by the force majeure incident(s), but City will not grant any monetary relief unless costs for mobilizing and demobilizing were detailed in the bid, which shall be subject to negotiation.
- 2. Agree that when delays are within the control of or could have been anticipated by Contractor, that payment of liquidated damages in the amount of \$100.00 per working day will be assessed for the exact number of working days that work was delayed.

**D. WORK DONE BY OTHERS**

- 1. List subcontractors that may be performing any work for the requirements as described herein.
- 2. Note that any subcontractors utilized must meet same qualifications, bonding, insurance and other requirements as may be stated in this document.
- 3. Do not change any subcontractor, subcontract out, or assign the performance of any of the work without the prior written approval of City representative.

**E. SITE CONDITIONS**

- 1. Examine specifications and work site and conditions before submitting a bid.
- 2. Note that changes or substitutions to this specification will NOT be made unless specifically approved, in writing, by City representative.
- 3. Notify, in writing, the City representative, regarding any issues that prevent the project from being completed as specified herein. Note that start of work without Contractor providing such notification will be considered acceptance by the Contractor of the existing site conditions.



City of Englewood  
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**F. ENVIRONMENTAL REQUIREMENTS**

1. Comply with current applicable local, state and federal regulations and requirements.
2. Transport, store, apply and dispose of all hazardous materials as required by law.
3. Supply, if necessary, a trash container for non-hazardous materials only.
4. Remove from the work site and properly dispose of, on a daily basis, all spent materials, supplies, debris, equipment and the like.
5. Do NOT accumulate waste materials unless City representative otherwise allows.

**G.** Notify, immediately, City representative upon the discovery of any hazardous materials including asbestos; force majeure may apply if written notification is received within 24 hours of discovery.

**H. SAFETY**

1. Ensure that all applicable safety standards are enforced at all times.
2. Maintain clear access to all fire exits.
3. Keep project premises free of construction-related debris.
4. Collect material that may constitute a safety hazard and remove daily from site.
5. Maintain and protect areas where work is in progress from damage.

**I. SECURITY**

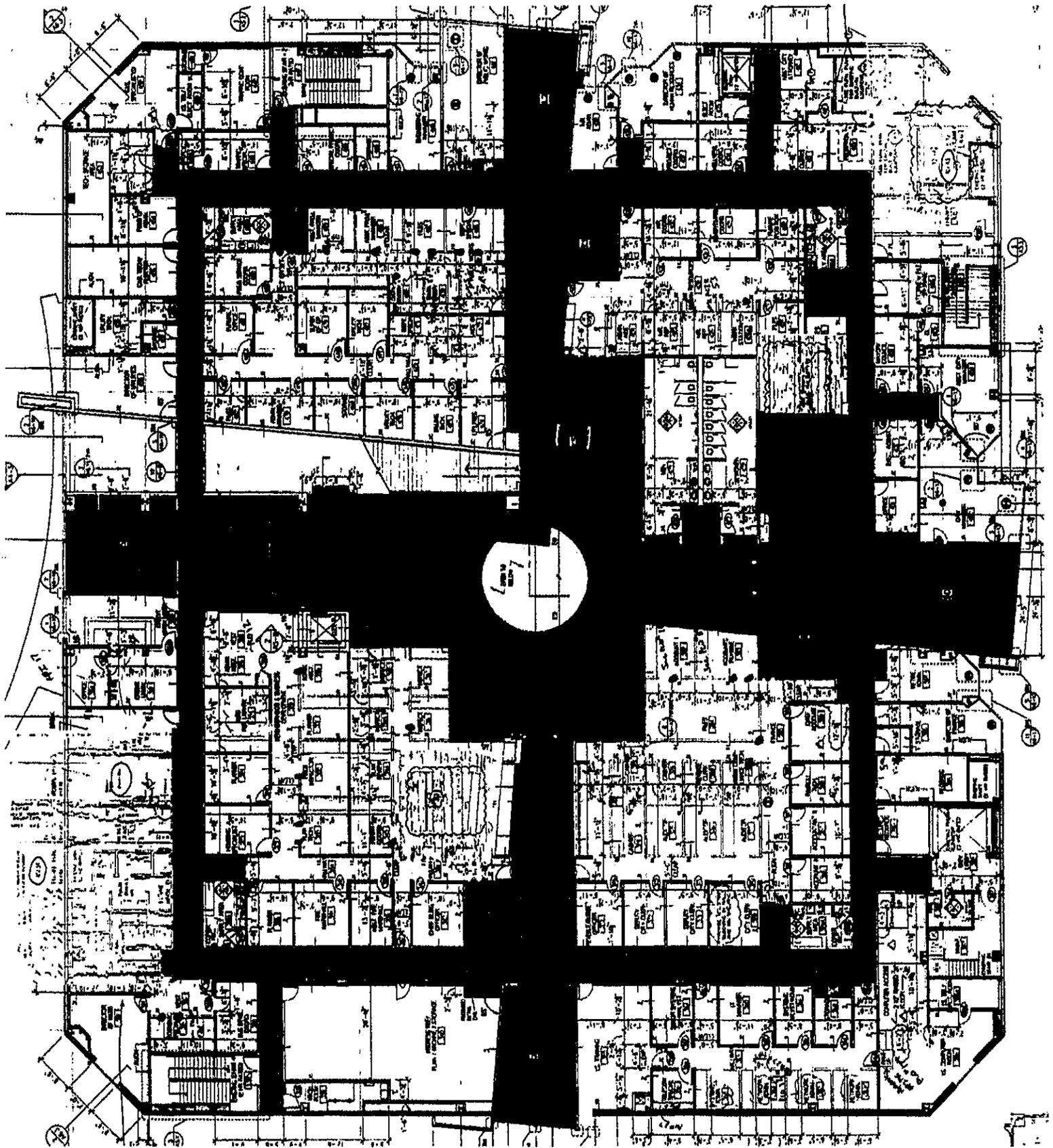
1. Do not admit any person into the work areas who are not an employee of City or Contractor.
2. Wear identification at all times, which shall be furnished by the Contractor.

**J. DAMAGES**

1. Protect materials, products and facility against damage at all times during the project.
2. Repair, at Contractor's sole expense, any damage attributed to Contractor within 30 days.
3. Note that failure to complete repairs with the given time, will entitle the City to effect the repairs and the cost of the repair will be deducted from invoice due or charged back to Contractor.

**K. WARRANTY**

1. Provide everything necessary including without limitation: labor, material and equipment to replace or repair any defective installation and or manufacturer's defect within a year from completion at no additional cost to the City.
2. Respond to warranty issues within 24 hours after notification in City-determined emergencies and in agreed upon times for non-emergencies.
3. OEM manufacturer's warranty on their products.



## COUNCIL COMMUNICATION

<b>Date:</b> December 15, 2014	<b>Agenda Item:</b> 11 a i	<b>Subject:</b> An Ordinance Adopting Amendments to Title 16 Concerning Rezoning and Planned Unit Development
<b>Initiated By:</b> Community Development Department		<b>Staff Source:</b> Chris Neubecker, Senior Planner

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

This item was discussed with City Council during the Study Session on October 29, 2012. This ordinance advances the City Council goals of having clear regulations, making the development review process easier, responding to market conditions for rezonings, and ensuring that new developments integrate with surrounding land uses and responds to the needs of the community.

### PREVIOUS PLANNING COMMISSION ACTION

The Planning and Zoning Commission discussed this proposal to amend Title 16: Unified Development Code, Planned Unit Developments at study sessions on the following dates:

- November 6, 2012
- February 5, 2013
- September 4, 2013
- April 8, 2014

The Commission conducted Public Hearings on April 22 and October 7, 2014. There was one member of the public that testified at the April 22, 2014 public hearing in support of the proposed amendments. Following the October 7, 2014 hearing, the Commission voted 7-0 in favor of forwarding to City Council the proposed amendments to Title 16, Chapter 2: "Development Review and Approval Procedures (Rezoning)", and "Planned Unit Developments" as presented in the attached Bill for an Ordinance.

### RECOMMENDED ACTION

The Community Development Department recommends adoption of a Bill for an Ordinance authorizing amendments to Title 16: Unified Development Code regarding "Official Zoning Map Amendments (Rezoning)" and "Planned Unit Developments" on First Reading, and setting January 5, 2015 as the date for a Public Hearing to consider testimony on the proposed amendments.

## **BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED**

The current Unified Development Code identifies a process for rezoning land (changing the allowed land uses) by either changing the base zone district or through the Planned Unit Development (“PUD”) process. These procedures list the steps that an applicant must take, and the conditions that must be met, for the City to review and approve rezonings. However, the current PUD review process does not work well for land development where a specific site plan and detailed architectural designs have not been developed. The current process also does not work well where a developer seeks preliminary land use entitlements before investing in detailed site plans and design standards for the site. Furthermore, the existing regulations do not have clear application requirements for PUDs. The proposed code amendments fix the shortfalls of the current code and are intended to facilitate development.

Early on in the discussions on PUDs it was determined by staff and the Planning & Zoning Commission that a “two-step” process would be best. This process would allow a developer to obtain initial land use and density entitlements through a “District Plan”, followed by a more detailed “Site Development Plan”, which would include conceptual architecture, location of roads and walkways, landscaping, etc. At the option of the developer, these two steps could be combined into one step if all required submittal information is provided up front.

The proposed ordinance will improve the PUD review process by clarifying submittal requirements and allowing developers to follow the two-step process, if they choose. These changes should help to encourage development by allowing developers to obtain land use and density entitlements before making the investment in detailed site improvement and architectural plans.

## **ANALYSIS**

A Planned Unit Development (PUD) is intended as an alternative to conventional land use regulations resulting in the creation of a unique zone district that offers the City and Applicant forms or qualities of development or amenities not possible through existing base zone districts. In some cases, this may result in different land uses, or different densities, from the base zoning district. However, in all cases, the applicant must demonstrate to the City that the proposed development plan will be as good as, or better than, the development that would otherwise be allowed as a “use-by-right”. In most cases, this is accomplished with higher quality design, better landscaping, or additional amenities not required by current zoning regulations. As a result, the public receives higher quality development, and the developer receives increased value from different uses, higher density, or greater certainty of development rights.

Following are some highlights of the proposed code amendment:

- Allows a two-step process: District Plan and a Site Development Plan. Each step would require public notice and a public hearing.
- District Plans would need to include allowed land uses, maximum density (number of residential units, or square feet of commercial uses), site plans showing major roads and location of land uses, proposed building heights, recreation areas or major amenities proposed, conceptual layout of utilities, minimum perimeter setbacks, and a traffic impact study.
- Site Development Plans must include building footprints, building sizes, sight lines and shadow studies, pedestrian circulation (sidewalks and paths), drainage features, grading plans, parking areas, landscaping materials, bicycling parking areas, site lighting and conceptual architectural designs.
- Minimum land area for PUDs would remain one-half acre (21,780 sq. ft.)
- Minor Amendments to approved PUDs could be approved by the City Manager or designee.

- Major Amendments to approved PUDs would require public hearings with Planning Commission and City Council.
- Final approval of a PUD is by City Council; appeals to Council decisions are to Arapahoe County Court.

## **FINANCIAL IMPACT**

There will be no direct financial impact on the City as a result of this ordinance. Indirectly, there should be a positive financial impact on the City by making development easier and encouraging new development by facilitating approval of a preliminary District Plan before developers invest in more detailed Site Development Plans.

## **LIST OF ATTACHMENTS**

Planning and Zoning Commission Staff Reports – April 22 and October 7, 2014  
Planning and Zoning Commission Minutes – April 22 and October 7, 2014  
Planning and Zoning Commission Findings of Fact - Case No. 2012-07  
Bill for an Ordinance



# M E M O R A N D U M

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**TO:** Planning and Zoning Commission

**THRU:** Alan White, Community Development Director

**FROM:** Chris Neubecker, Senior Planner

**DATE:** April 22, 2014

**SUBJECT:** Case # 2012-07 - Public Hearing  
Planned Unit Developments

## **Recommendation:**

The Community Development Department requests that the Planning and Zoning Commission review, take public testimony, and forward to City Council a recommendation for adoption as written the proposed amendments to the Unified Development Code of the Englewood Municipal Code Title 16, Chapter 2, Official Zoning Map Amendments (Rezoning), and Title 16, Chapter 2, Reserved.

## **Background:**

The current Unified Development Code identifies a process for rezoning property (changing the allowed land uses) by either changing the base district zone or through the Planned Unit Development (“PUD”) process. These procedures list the steps that an applicant must take, and the conditions that must be met for the City to review and approve rezonings. However, the current PUD review process does not work well for land development where a specific site plan and detailed architectural designs have not been developed, or where a developer wants to obtain preliminary land use entitlements before investing in detailed site plans and design standards for the site. Also, the existing regulations do not have clear application requirements for PUDs. The proposed code amendments fix the shortfalls of the current code, and are intended to facilitate development.

The Commission discussed this topic on several occasions over the past few years, including public meetings on the following dates:

- November 6, 2012
- February 5, 2013
- September 4, 2013
- April 8, 2014

Early on in the discussions on PUDs it was determined by staff and the Commission that a “two-step” process would be best. This would allow a developer to obtain initial land use and density entitlements through a “District Plan”, followed by a more detailed “Site Development Plan”, which would include conceptual architecture, location of roads and walkways, landscaping, etc. At the option of the developer, these two steps could be combined into one step if all required submittal information is provided up front.

### **Analysis**

A Planned Unit Development (PUD) is intended as an alternative to conventional land use regulations resulting in the creation of a unique zone district that offers the City and Applicant forms or qualities of development or amenities not possible through existing base zone districts. In some cases, this may result in different land uses, or different densities, from the base zoning district. However, in all cases, the applicant must demonstrate to the City that the proposed development plan will be as good as, or better than, the development that would otherwise be allowed as a “use-by-right”. In most cases, this is accomplished with higher quality design, better landscaping, or additional amenities not required by current zoning regulations. As a result, the public receives higher quality development, and the developer may receive increased value from different uses or higher density.

Following are some highlights of the proposed code amendment:

- Allows a two-step process: District Plan and a Site Development Plan. Each step would require public notice and public hearings.
- District Plans would need to include allowed land uses, maximum density (number of residential units, or square feet of commercial uses), site plans showing major roads and location of land uses, proposed building heights, recreation areas or major amenities proposed, conceptual layout of utilities, minimum perimeter setbacks, and a traffic impact study.
- Site Development Plans must include building footprints, building sizes, site lines and shadow studies, pedestrian circulation (sidewalks and paths), drainage features, grading plans, parking areas, landscaping materials, bicycling parking areas, site lighting and conceptual architectural designs.
- Minimum land area for PUDs would remain one-half acre (21,780 sq. ft.)
- Minor Amendments to approved PUDs could be approved by the City Manager or designee
- Major Amendments to approved PUDs would require Planning Commission review at a public hearing
- Final approval of a PUD is by City Council; appeals to Council decisions are to Arapahoe County Court

### **Recommendation:**

Staff believes that the proposed draft ordinance will improve the PUD review process by clarifying submittal requirements, and allowing developers to follow the two-step process, if they choose. We believe that these changes will help encourage development by allowing developers to obtain land use and density entitlements before making the investment in a detailed site improvement plan.

A motion to recommend approval of the ordinance to City Council is needed.

**Next Steps:**

If the Planning & Zoning Commission recommends approval, we intend to move forward with first reading of an ordinance by City Council.

**Attachments:**

Amendments to Title 16 pertaining to Official Zoning Map Amendments (Rezoning) and Planned Unit Developments (PUD)



# M E M O R A N D U M

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**TO:** Planning and Zoning Commission

**THRU:** Alan White, Community Development Director

**FROM:** Chris Neubecker, Senior Planner

**DATE:** October 7, 2014

**SUBJECT:** Case # 2012-07 – Second Public Hearing  
Planned Unit Developments

**Recommendation:**

The Community Development Department requests that the Planning and Zoning Commission review, take public testimony, and forward to City Council a recommendation for adoption as written the proposed amendments to the Unified Development Code of the Englewood Municipal Code Title 16, Chapter 2, Official Zoning Map Amendments (Rezoning), and Title 16, Chapter 2, Reserved.

**Changes Since Last Public Hearing:**

Planning Commission held a Public Hearing on this issue on April 22, 2014. After that meeting, some concerns about the proposed policy language were identified by the City Attorney's office. Staff has been working closely with the City Attorney's office to revise the proposed ordinance. Specific changes proposed include:

- Removing the 30 day deadline for staff to provide a written report summarizing the general discussion of the Neighborhood Meeting. Eliminating the deadline removes the penalty of jail time for staff failing to meet the deadline.
- References to the Development Review Team (DRT) decisions have been deleted and replaced with "approval of the City Manager or designee." The DRT will still be consulted on matters of PUD amendments, but does not make final decisions.
- Procedures for Neighborhood Meetings are included as a separate document for the Commission's review. We ask the Commission to make a recommendation to the City Council for adoption of these procedures.
- Require the public hearing to be held within 180 days of the Neighborhood Meeting. This requirement was listed for general rezonings, but not for PUDs.
- PUD rezoning processes and requirements are all contained in Section 16-2-8. This change should simplify the process, and eliminate the need to refer to two different sections of the code for information on PUDs. Most references to PUDs have been removed from Section 16-2-7.

## **Background:**

The current Unified Development Code identifies a process for rezoning property (changing the allowed land uses) by either changing the base district zone or through the Planned Unit Development (“PUD”) process. These procedures list the steps that an applicant must take and the conditions that must be met for the City to review and approve rezonings. However, the current PUD review process does not work well for land development where a specific site plan and detailed architectural designs have not been developed, or where a developer seeks preliminary land use entitlements before investing in detailed site plans and design standards for the site. Also, the existing regulations do not have clear application requirements for PUDs. The proposed code amendments fix the shortfalls of the current code and are intended to facilitate development.

The Commission discussed this topic on several occasions over the past few years, including public meetings on the following dates:

- November 6, 2012
- February 5, 2013
- September 4, 2013
- April 8, 2014
- April 22, 2014

Early on in the discussions on PUDs it was determined by staff and the Commission that a “two-step” process would be best. This process would allow a developer to obtain initial land use and density entitlements through a “District Plan” followed by a more detailed “Site Development Plan”, which would include conceptual architecture, location of roads and walkways, landscaping, etc. At the option of the developer, these two steps could be combined into one step if all required submittal information is provided up front.

## **Analysis**

A Planned Unit Development (PUD) is intended as an alternative to conventional land use regulations resulting in the creation of a unique zone district that offers the City and Applicant forms or qualities of development or amenities not possible through existing base zone districts. In some cases, this may result in different land uses, or different densities, from the base zoning district. However, in all cases, the applicant must demonstrate to the City that the proposed development plan will be as good as, or better than, the development that would otherwise be allowed as a “use-by-right”. In most cases, this is accomplished with higher quality design, better landscaping, or additional amenities not required by current zoning regulations. As a result, the public receives higher quality development, and the developer may receive increased value from different land uses or more development rights.

## **Recommendation:**

Staff believes that the proposed draft ordinance will improve the PUD review process by clarifying submittal requirements, and allowing developers to follow the two-step process, if they choose. We believe that these changes will help encourage development by allowing

developers to obtain land use and density entitlements before making the investment in a detailed site improvement plan.

Also, changes recommended by the City Attorney's office should help to reduce legal challenges, and ensure that staff and the applicant are following reasonable procedures for processing applications and Neighborhood Meetings.

A motion to recommend approval of the ordinance to City Council is needed.

**Next Steps:**

If the Planning & Zoning Commission recommends approval, we intend to move forward with first reading of an ordinance by City Council.

**Attachments:**

1. Amendments to Title 16 pertaining to Official Zoning Map Amendments (Rezoning) and Planned Unit Developments (PUD)
2. Procedures for Neighborhood Meetings

**CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION  
REGULAR MEETING  
City Council Chambers – Englewood Civic Center  
April 22, 2014**



**I. CALL TO ORDER**

The regular meeting of the City Planning and Zoning Commission was called to order at 7:00 p.m. in the City Council Chambers of the Englewood Civic Center, Chair Fish presiding.

Present: Bleile, Brick, Fish, Freemire, King, Kinton (arrived 7:05), Knoth, Roth, Townley, Madrid (alternate)

Absent: None

Staff: Alan White, Director, Community Development  
Chris Neubecker, Senior Planner  
Brook Bell, Planner II  
Nancy Reid, Assistant City Attorney

Also Present: Toby Terhune, Shadow Creek Homes



**II. APPROVAL OF MINUTES  
April 8, 2014**

King moved;

Knoth seconded: TO APPROVE THE APRIL 8, 2014 MINUTES

Chair Fish asked if there were any modifications or corrections. There were none

AYES: Bleile, Brick, King, Kinton, Knoth, Roth, Townley, Chair Fish

NAYS: None

ABSTAIN: Freemire

ABSENT: Kinton (arrived 7:05)

Motion carried.



**III. PUBLIC HEARING CASE #ZON2014-001 3299 SOUTH LOGAN STREET  
RESIDENCES PUD**

Brick moved;

Knoth seconded: TO OPEN PUBLIC HEARING FOR CASE #ZON2014-001 3299 SOUTH LOGAN STREET RESIDENCES PUD

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Roth, Townley, Chair Fish  
NAYS: None  
ABSTAIN: None  
ABSENT: None



### **Staff Presentation**

Brook Bell, Planner II, was sworn in. Mr. Bell reviewed the project as proposed to allow a maximum of three one unit dwellings, one two unit dwelling and three detached accessory structures above garages that may be used as dwelling units.

The applicant is requesting to rezone the property from R-1-C to the "3299 South Logan Street Residences PUD". The PUD would encompass the property at 3265 and 3299 South Logan Street. A variance was granted in 1967 to allow the Shrine club use with conditions that narrowly defined the proposed use. With the narrowly defined variance, and the lack of enough land area to allow other permitted uses, the marketability of the property was limited. In order to meet the minimum size requirement of ½ acre for a PUD, the applicant purchased the property to the north at 3265 South Logan Street.

Three of the garages are proposed with detached accessory structures above them (400 square feet maximum). The property owner has the option to use the accessory structure as they see fit but must occupy either the principal structure or the accessory structure if the accessory structure contains a secondary suite (dwelling unit).

The proposed design includes the defined architectural requirements. The plans provided to the Commission are conceptual and subject to minor changes, however any changes will need to meet the design standards, guidelines and setbacks of the PUD.



The density of the proposed PUD is lower than some of the properties to the west and southwest of subject property (across the alley) that contains multi-unit apartment buildings. The proposal includes two garage parking spaces for each principal unit and either one garage or surface parking space for the accessory units. Because the property is located on a corner, 240 linear feet of on street parking is available, the equivalent of 10 parking spaces.



The Public Works department reviewed the plan and concluded that a traffic impact study is not required due to the minor increase in traffic over the existing volume. The Logan Street and Floyd Avenue intersection is signalized and controls the traffic near the site.



The UDC requires that 40% of the property is landscaped and the PUD matches that requirement as well as meeting the landscaping requirements for R-1-C zone district.

Drainage plans have been approved by the Public Works Department. The dedication of park land requirement will be satisfied by a fee in lieu payment amount between \$1,600 and \$3,000.



The Commission may consider the findings included in the Staff Report when reviewing the proposed PUD.

Staff has reviewed the PUD application and found that it is in conformance with the Comprehensive Plan.

The Department of Community Development recommends that the Planning and Zoning Commission review the 3299 South Logan Street Residences PUD request and forward a favorable recommendation for approval to City Council.



Comments from the Commissioners:

King – What is the proposed height of garage? The maximum height of the detached accessory structure is 32'; if it does not have the accessory unit above the garage, the maximum height is 16'.

Kinton - How long has the property been on the market? (Mr. Bell: About 2 years, during which time the City received inquiries about the property. The zoning would not allow uses other than residential and those permitted by the variance. Without a change in zoning, the opportunities were limited as far as how the property could be used.)



Bleile – What is the minimum lot width in R-1-C? (Mr. Bell: There are two lot widths in R-1-C: a standard lot is 50', the minimum lot width for an existing small lot is 37'. The lot widths can vary in a PUD. The two new lots are 37 ½ wide which meets small lot standards. There are some existing lots in R-1-C that are only 25' wide.)



Bleile – What is the intent of including the detached accessory unit? (Mr. Bell: The PUD provides 3 possible uses 1) home occupation, 2) secondary suite (living unit), and 3) flexible living space.



The UDC does not currently address new detached accessory units. Many communities locally and nationally are adopting provisions into their code to allow them.)



Bleile – What is the minimum square footage for a single family residence in R-1-C? (Mr. Bell: There is no minimum square footage requirement. These detached accessory units would be limited to a maximum of 400 square feet.)



Roth – Most of the parking is provided in the garage spaces. There is enough space to make the garages larger or add surface parking area. For lots 1,4,5 which do not have detached accessory structures, there is minimum of two garage spaces for each dwelling unit.



Roth – Is the rear setback of 6 feet enough for the garages? (Mr. Bell: The traffic department commented that garages setbacks from the alley more than 6 feet can become a problem with the rear end of cars extending into the alleys.)



Bleile – Will parking be available on Floyd? (Mr. Bell: Yes, on street parking will be available on Floyd Avenue.)



### **Applicant Presentation**

Toby Terhune, Shadow Creek Homes, 2535 West 115<sup>th</sup> Drive, Westminster, Colorado, was sworn in. Mr. Terhune presented a slide show with images of the proposed development. Mr. Terhune introduced the members of his team who were present at the meeting.



The neighborhood meeting held last November influenced decisions about the design and density of the project. The home at 3265 South Logan will be remodeled and updated, two new homes will be added and the Shriner building will be divided into two units. Four new garages will be added. The accessory dwelling units above three of the garages will be added as an option for their customers.



Bleile – What is the timing of construction? (Mr. Terhune: As soon as possible.)



King – Why limit the ground floor of the garage to 400 square feet? (Mr. Terhune: This can be changed based on buyer preference.)



Townley – Is there any discussion about paving the alley? (Mr. Terhune: No.) Who is responsible for the maintenance of the landscaping? (Mr. Terhune: The property owners.)

Freemire – The existing grade rises 4 feet higher than the level on Floyd, how will that be addressed? (Mr. Terhune: The bottom floor of the building is below grade, the lot will be leveled where it has been built up. The garages will be at the alley level.)



### **Public Testimony**

John Taylor, 3261 S. Logan Street, was sworn in. He feels that the development will create traffic problems. He cited Cherry Creek North parking issues.



### **Conclusion from Staff**

The site has very few allowed uses as it is currently zoned. The proposal is for a very good project that will be beneficial to the community.



Bleile – How is the requirement enforced that the owner resides on the property? (Mr. Bell: The PUD sets the regulation; Community Development does not seek out properties for compliance. The requirement that the owners live in either the main or the accessory unit provides some assurance that the property will be well maintained with the owner present on the property.)



Roth moved;

Freemire seconded: TO CLOSE THE PUBLIC HEARING FOR CASE #ZON2014-001 3299 SOUTH LOGAN STREET RESIDENCES PUD

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Roth, Townley, Chair Fish  
NAYS: None  
ABSTAIN: None  
ABSENT: None

Motion passes.

King moved;

Freemire seconded: TO APPROVE CASE #ZON2014-001 3299 SOUTH LOGAN STREET RESIDENCES PUD APPLICATION AS WRITTEN AND FORWARD TO ENGLEWOOD CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.

Brick – A substantial amount of landscaping is included in the plan and the parking is adequate for the development. The inclusion of the requirement that the owners live on the property is a positive.



King – Should the building revert to its original use as a club, parking would be more of an issue. The requirement of the owner to live on the property would be addressed during title commitment in the purchase process.



Chair Fish – This is a good use for the building.



King – The bulk plane as it exists in the UDC is too restrictive and this development would set a new standard for the City.



Roth – Accessory units already exist in Englewood; it appears that this will be a trend in the future.

Vote:



Bleile – Yes, despite his resistance to change, it is a necessary change to encourage development and reuse of existing buildings that could otherwise potentially fall into decay. The transition from the new buildings to the older homes on the street is good.



Brick – Yes, the project meets the requirements of the Comprehensive Plan with a balanced use of housing. The quality of the materials and type of work will exceed the standards that exist currently. The density does not significantly impact the surrounding neighborhood.



Freemire – Yes, commended the developer for listening to the neighborhood and adapting the plan. It is appropriate and meets the goals of the City.



King – Yes, it is a difficult site to develop and the developer has done a good job with the design. The owner is sensitive to the needs of the neighborhood.



Knoth – Yes



Roth – Yes, the project meets a number of elements of the Comprehensive Plan. The owner occupancy requirement is a positive. The development is different but fits the neighborhood.



Townley – Yes, the development is unique, it has appropriate scale, adequate parking and the proposed development fits the Comprehensive Plan and complements the neighborhood.



Fish – Yes, he agrees with the Commissioners. Englewood’s housing stock is maturing and as is an issue that the City faces going forward, this will enhance the variety of housing available.



Kinton – Yes, the project makes good use of the existing structure and brings a needed diversity of housing. The project meets the goals of the Comprehensive Plan.



Motion passes to approve case #2014-001 3299 South Logan Street PUD with a favorable recommendation to City Council.



Bleile moved;

Knoth seconded: TO OPEN PUBLIC HEARING FOR CASE #2013-07 AMENDMENTS TO PUD PROCESS

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Roth, Townley, Chair Fish

NAYS: None

ABSTAIN: None

ABSENT: None



Chris Neubecker, Senior Planner, was sworn in. The history of the case was reviewed.



A two-step PUD process will enable developers to obtain entitlements to the property prior to developing a detailed plan which would result in cost and time savings. The amendments will clarify the current code and additionally provide increased detail outlining the PUD process.

**Commissioner Comment**



Brick – What is the potential benefit to citizens? (Mr. Neubecker: The two step process allows for additional opportunity for public comment. The advantages to the developer would potentially increase development opportunity which would be beneficial to the community.)



Roth – Noted typographical errors.



**Public Comment**

Lewis Fowler, 3700 South Cherokee Street, Englewood, was sworn in. Mr. Fowler spoke in support of the amendments to the PUD process. He likes the fact that public has more opportunities to comment on applications.



Mr. Neubecker thanked the Commissioners for their cooperation and feedback during the long process of amending the code on this issue.



Bleile moved;

Knonth seconded: TO CLOSE THE PUBLIC HEARING FOR CASE #2013-07 AMENDMENTS TO PUD PROCESS

AYES: Bleile, Brick, Freemire, King, Kinton, Knonth, Roth, Townley, Chair Fish  
NAYS: None  
ABSTAIN: None  
ABSENT: None

Motion passes.

Bleile moved;

Knonth seconded: TO APPROVE CASE #2012-07 AMENDMENTS TO THE PUD PROCESS WITH A FAVORABLE RECOMMENDATION TO CITY COUNCIL.

**Comments**



Bleile thanked Staff for their work and believes that future applicants will see the benefit of the improvements.

Fish - The time taken has resulted in a quality product, he thanked Staff.

King - A lot of time and input has been devoted to this topic and Staff did a great job.



Kinton - This is a significant improvement in the PUD process and hopes that it will encourage more development.



Roth - Makes the process clearer and will eliminate the types of issues that arose in the past.



Townley - An efficient and streamlined process, likes the opportunity for more community input.



AYES: Bleile, Brick, Freemire, King, Kinton, Knonth, Roth, Townley, Chair Fish  
NAYS: None  
ABSTAIN: None  
ABSENT: None

Motion passes.

**IV. PUBLIC FORUM**

No Public was present to address the commission.



**V. ATTORNEY'S CHOICE**

Ms. Reid requested that the Commission adopt the Planning Commission Handbook.

Knoth moved;

Bleile seconded: "To Adopt a policy allowing Staff and the City Attorney to include within any ordinance the necessary amendments to the Unified Development Code that are necessary to ensure that portions of the Englewood Municipal Code that refer to existing or amended code language, or that is needed to reference the new language, shall be included within said ordinance, and that such housekeeping and editing issues shall not require further discussion or hearings by the Planning and Zoning Commission".

Vote: All Commissioners voted in favor of the policy. Motion passes.

Brick – Believes that this policy change will be beneficial to the process of making changes to the code.



**VI. STAFF'S CHOICE**

Director White added that the adopted policy change will allow Staff to fix administrative issues without having to take the issue to Public Hearing.

Mr. Neubecker stated that Part 3 of the TSA overlay district will be presented at the May 6 meeting. Other items that were included on the 2014 work priorities are bulk plane. Director White suggested that discussion regarding Accessory Dwelling Units be delayed. The Capital Project budget will be presented to the Commission.

**VII. COMMISSIONER'S CHOICE**



Mr. Madrid commented on PUD project and is looking forward to seeing the change, feels that the inclusion of the Accessory Dwelling Unit allows for a more diverse population and provides good options for residents.



Mr. Brick asked for an update on the Martin Plastics property; Director White stated that he anticipated a request for a change to their plan.



Mr. Bleile asked about the Winslow property. There have been discussions about multi-family development but with the current restrictions on the property there would be an amendment to the PUD.



Ms. Townley asked if it would be beneficial to have a representative of Economic Development attend the meeting regarding the TSA Overlay to provide input. The meeting adjourned at 9:00 p.m.

/s/ Julie Bailey \_\_\_\_\_, Recording Secretary

**CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION  
REGULAR MEETING  
CITY COUNCIL CHAMBERS  
OCTOBER 7, 2014**



**I. CALL TO ORDER**

The regular meeting of the City Planning and Zoning Commission was called to order at 7:00 p.m. in the City Council Chambers of the Englewood Civic Center, Vice Chair King presiding.

Present: Bleile, Brick, King, Kinton, Knoth, Roth, Townley, Madrid

Absent: Fish (Excused), Freemire (Excused)

Staff: Alan White, Director, Community Development  
Chris Neubecker, Senior Planner  
Nancy Reid, Assistant City Attorney



**II. APPROVAL OF MINUTES**

- September 23, 2014

Kinton moved;

Roth seconded: TO APPROVE THE SEPTEMBER 23, 2014 MINUTES

Vice Chair King asked if there were any modifications or corrections. There were none.

AYES: Bleile, Brick, King, Kinton, Roth, Townley

NAYS: None

ABSTAIN: Knoth

ABSENT: Fish, Freemire

Motion carried.



**III. PUBLIC HEARING CASE #2012-07 PUD PROCESS AND REZONING PROCESS**

Knoth moved;

Bleile seconded: TO OPEN THE PUBLIC HEARING FOR CASE #2012-07 AMENDMENTS TO THE PUD PROCESS AND REZONING PROCESS

AYES: Bleile, Brick, King, Kinton, Knoth, Roth, Townley

NAYS: None

ABSTAIN: None

ABSENT: Fish, Freemire

Motion passes.

### **Staff Presentation**

Chris Neubecker, Senior Planner, was sworn in. Mr. Neubecker outlined the changes that are proposed to the current code. The proposed changes to the code are:

- 1) Removing the 30 day deadline for staff to provide a written report of the neighborhood meeting.
- 2) Delete references to the Development Review Team decisions.
- 3) Change procedures for neighborhood meetings. A separate document outlining the department's policy and procedures regarding neighborhood meetings was supplied to the Commissioners.
- 4) Require the public hearing for PUDs to be held within 180 days of the neighborhood meeting.
- 5) The rezoning process and requirements are all contained within section 16-2-8 rather than in multiple sections. References to PUDs in section 16-2-7 have been deleted.

### **Commissioner's Comments**

Mr. Knoth asked about the timeline for the written comments on the neighborhood meeting and what the consequences of not completing the comments would be.

Mr. Neubecker responded that Staff is accountable to the Planning and Zoning Commission and that Staff generally has the comments prepared well in advance of the Public Hearing for a case. In most cases, the written comments are prepared within a few days of the neighborhood meeting.

Ms. Reid added that the 30 day time limit on preparing the neighborhood meeting notes is a policy and not a statute. The proposed meeting procedures include verbiage outlining the timeline for staff to complete the notes.

Mr. Roth asked if neighborhood meetings are posted for the public. Mr. Neubecker responded that there are requirements for mailings of notice to property owners and occupants within 1000 feet of the subject property and a notice is posted on the property. The requirements for the posting are outlined in the neighborhood meeting procedures and in the code.

### **Public Comment**

There were no members of the public present who wished to testify before the Commission.

Townley moved;

Knoth seconded: TO CLOSE THE PUBLIC HEARING FOR CASE #2012-07 AMENDMENTS TO THE PUD PROCESS AND REZONING PROCESS

AYES: Bleile, Brick, King, Kinton, Knoth, Roth, Townley  
NAYS: None  
ABSTAIN: None  
ABSENT: Fish, Freemire

Motion passes.

▶  
Knoth moved;  
Roth seconded: TO APPROVE CASE #2012-07 AMENDMENTS TO THE PUD PROCESS AND REZONING PROCESS AS WRITTEN AND FORWARD TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.

AYES: Bleile, Brick, King, Kinton, Knoth, Roth, Townley  
NAYS: None  
ABSTAIN: None  
ABSENT: Fish, Freemire

Motion passes.

**III. Adoption of Neighborhood Meeting Procedures**

▶  
Ms. Townley expressed that she agrees with Mr. Roth that the notice of neighborhood meetings should be posted on the City's website. Mr. Kinton concurred.

Brick moved;  
Roth seconded: TO ADOPT THE PROCEDURES FOR NEIGHBORHOOD MEETINGS AS WRITTEN WITH THE ADDITION OF THE REQUIREMENT TO POST NOTIFICATION OF NEIGHBORHOOD MEETINGS ON THE OFFICIAL CITY OF ENGLEWOOD WEBSITE.

AYES: Bleile, Brick, King, Kinton, Knoth, Roth, Townley  
NAYS: None  
ABSTAIN: None  
ABSENT: Fish, Freemire

Motion passes.

▶  
**IV. PUBLIC FORUM**

No public was present to address the Commission.

▶  
**V. ATTORNEY'S CHOICE**

Assistant City Attorney Reid stated that she will not be attending the next meeting.

**VI. STAFF'S CHOICE**



Director White reviewed the case for Signature Senior Living Case #USE2014-003. The applicant requested a letter to assist with financing stating that they are permitted to build 134 units. An Administrative Decision to allow the applicant to have 134 units was made after review of the parking plan and other revisions to the site plan. The decision can be appealed, in writing, within 30 days from the date of this meeting. The project was approved as a Conditional Use that must be reviewed annually. The applicant is open to pursuing other options with regards to parking should it become an issue in the future.

Mr. Bleile stated that he agreed with Director White's decision, Mr. King concurred.

Mr. Neubecker asked the Commissioners about upcoming meetings and if they wished to cancel the second meeting in December. It was decided that they would make that determination at a later date depending on whether or not a case needs to be brought to public hearing. The next meeting is November 4<sup>th</sup> which is election night, however that would not interfere with holding a meeting.

**VII. COMMISSIONER'S CHOICE**



Mr. Bleile asked about the new City Manager. Ms. Reid stated that we do have a new City Manager, Eric Keck, and he will most likely be attending a meeting soon.

Mr. Roth and Mr. Kinton commented on the field trip to Arvada and Littleton and said that it was very informative.

The meeting adjourned at 7:40 p.m.

\_\_\_\_\_, Recording Secretary

**CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION**

**IN THE MATTER OF CASE #2012-07 )**  
**AMENDMENTS TO PLANNED UNIT )**  
**DEVELOPMENT (PUD) REVIEW )**  
**PROCESS, FINDINGS OF FACT, )**  
**CONCLUSIONS AND )**  
**RECOMMENDATIONS RELATING )**  
**TO THE UNIFIED DEVELOPMENT CODE )**  
**)**  
**)**  
**)**  
**INITIATED BY: )**  
**Community Development Department )**  
**1000 Englewood Parkway )**  
**Englewood, CO 80110 )**

**FINDINGS OF FACT AND  
CONCLUSIONS OF THE  
CITY PLANNING AND  
ZONING COMMISSION**

Commission Members Present: Bleile, Brick, King, Kinton, Knoth, Roth, Townley

Commission Members Absent: Freemire, Fish

This matter was heard before the City Planning and Zoning Commission on April 22, 2014, and on October 7, 2014, in the City Council Chambers of the Englewood Civic Center.

Testimony was received from staff. The Commission received notice of Public Hearing, the Staff Report, and a copy of the proposed amendments to Title 16 Unified Development Code which were incorporated into and made a part of the record of the Public Hearing.

After considering the statements of the witness and reviewing the pertinent documents, the members of the City Planning and Zoning Commission made the following Findings and Conclusions.

**FINDINGS OF FACT**

1. **THAT** the Public Hearing on the Unified Development Code (UDC) Title 16 Chapter 2, Official Zoning Map Amendments (Rezoning) and Title 16, Chapter 2, Planned Unit Development (PUD) Rezoning Process and Requirements was brought before the Planning Commission by the Department of Community Development, a department of the City of Englewood.
2. **THAT** notice of the Public Hearing was published in the Englewood Herald on April 4, 2014 and notice of the Public Hearing was on the City of Englewood website from April 8, 2014 through April 22, 2014. Notice of the second Public Hearing was

published in the Englewood Herald September 26, 2014 and posted on the City of Englewood website from September 26, 2014 to October 7, 2014.

3. **THAT** the Staff report was made part of the record.
4. **THAT** the revision to the UDC would allow a two-step process: a District Plan and a Site Development Plan. Each step would require public notice and a public hearing.
5. **THAT** one member of the general public testified during the April 22, 2014, public hearing in favor of the proposed code amendments, and indicated that the proposed code amendment and two-step process would allow greater opportunity for public comments.
6. **THAT** Major Amendments to approved PUDs would require Planning Commission review.
7. **THAT** final approval of a PUD is by City Council; appeals to Council decisions are to Arapahoe County Court.

#### **CONCLUSIONS**

1. **THAT** the proposed amendment to the UDC will allow a two-step process: District Plan and a Site Development Plan, and that each will require a public hearing, and that the additional public hearings will provide additional opportunities for public comment.
2. **THAT** the proposed code changes will help encourage development by allowing developers to obtain land use and density entitlements before making the investment in a detailed site improvement plan.
3. **THAT** the proposed code amendments will create an efficient and streamlined review process.
4. **THAT** the proposed code amendments will make the PUD review process more clear and will eliminate some of the problems that arose in the past with PUD reviews.
5. **THAT** the proposed changes are in conformance with Roadmap Englewood: 2003 Englewood Comprehensive Plan.

## DECISION

**THEREFORE**, it is the decision of the City Planning and Zoning Commission that Case #2012-07 Planned Unit Development Process, Unified Development Code Title 16, Chapter 2, Official Zoning Map Amendments (Rezoning) and Title 16, Chapter 2, Planned Unit Development (PUD) Rezoning Process and Requirements should be referred to the City Council with a favorable recommendation.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on October 7, 2014, by Knoth, seconded by Roth, which motion states:

*CASE#2012-07 AMENDMENTS TO TITLE 16: UNIFIED DEVELOPMENT CODE RELATED TO THE PUD PROCESS AS WRITTEN BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.*

AYES: Bleile, Brick, King, Kinton, Knoth, Roth, Townley  
NAYS: None  
ABSTAIN: None  
ABSENT: Freemire, Fish

Motion carried.

These Findings and Conclusions are effective as of the meeting on October 7, 2014.

**BY ORDER OF THE CITY PLANNING & ZONING COMMISSION**

\_\_\_\_\_  
Steve King, Vice Chair

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 69  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AMENDING TITLE 16, CHAPTER 2, SECTION 7, ENTITLED OFFICIAL ZONING MAP AMENDMENTS (REZONINGS); AND TITLE 16, CHAPTER 2, SECTION 8, TO BE ENTITLED PLANNED UNIT DEVELOPMENT (PUD) REZONING PROCESS AND REQUIREMENTS, OF THE ENGLEWOOD MUNICIPAL CODE 2000.

WHEREAS, a Planned Unit Development (PUD) is intended as an alternative to conventional land use regulations resulting in the creation of a unique zone district that offers the City and Applicant forms or qualities of development or amenities not possible through existing base zone districts; and

WHEREAS, in 2004 the City adopted the Unified Development Code; and

WHEREAS, the Planned Unit Development regulations in the 2004 Unified Development Code were included with other types of rezonings and addressed only the basic elements of PUD size thresholds, criteria, and process; and

WHEREAS, in November 2012 the City began the process to modify the Planned Unit Development regulations to address a lack of procedural details in the Unified Development Code; and

WHEREAS, this Ordinance is to clarify the regulations for the Planned Unit Development rezoning of property to ensure that new developments integrate with the surrounding land uses; and

WHEREAS, the current PUD review process needs to be improved where a specific site plan and detailed architectural designs have not been adequately developed; and

WHEREAS, the Planning & Zoning Commission found that additional detail on the submittal requirements for a Planned Unit Development would be helpful to applicants to understand the information required in an application for a PUD and would further help to ensure that the plan provides sufficient detail for the Commission to make an informed decision; and

WHEREAS, the Planning & Zoning Commission determined that by consolidating information on Planned Unit Development regulations into one Section of the Development Code and removing Planned Unit Developments from “the Official Zoning Map Amendments” Section will clarify the review process and development standards for PUDs; and

WHEREAS, the amendments allow the two step district plan and site plan process to be joined into one or two steps at the option of the developer; and

WHEREAS, District Plans would need to include allowed land uses, maximum density (number of residential units, or square feet of commercial uses), preliminary site plans showing major roads and location of land uses, proposed building heights, recreation areas or major amenities proposed, conceptual layout of utilities, minimum perimeter setbacks, and a traffic impact study; and

WHEREAS, Site Development Plans must include building footprints, building sizes, sight lines and shadow studies, pedestrian circulation (sidewalks and paths), drainage features, grading plans, parking areas, landscaping materials, bicycle parking areas, site lighting and conceptual architectural designs; and

WHEREAS, this ordinance relocates and consolidates provisions regarding Planned Unit Development (PUD) processes and requirements into one subsection, 16-2-8 EMC to make the requirements easier for applicants to see what is required for a rezoning to a PUD; and

WHEREAS, the intent of PUDs is to allow for the creation of a unique zone district and to accomplish that 16-2-7(B)(2) is clarified and moved to 16-2-8(A) and;

WHEREAS, the minimum size for a PUD remains the same at one-half acre and;

WHEREAS, 16-2-7(C)(2) relating to neighborhood meetings is amended to remove the possible criminal sanctions for City staff regarding reporting; and

WHEREAS, public utilities and other government agencies have been added to the City review process to insure that the application is compatible with existing infrastructure; and

WHEREAS, 16-2-7(F)(2) and 16-2-7(G)(3) regarding Commission hearings and standards transferred to 16-2-8(G) which outlines the entire approval process; and

WHEREAS, 16-2-7(H)(2) removes PUDs from the general rezoning criteria section and transfers it to 16-2-8(F) along with the provision that it be consistent with the Comprehensive Plan; and

WHEREAS, 16-2-7(I) repeals the lapsing provision in the current title regarding TSA and base district “rezonings” and this ordinance also clarifies that PUD rezonings do not lapse 16-2-8 (G ) because any rezoning is a permanent change and does not lapse; and

WHEREAS, 16-2-8(A) through (C) is new language to clarify the intent of and procedures for allowing PUD rezoning; and

WHEREAS, 16-2-8(D) lists permitted uses allowed under a PUD; and

WHEREAS, 16-2-8(E) describes the requirements for granting a PUD rezoning, some of which exist in the current code and are relocated to this section; and

WHEREAS, 16-2-8(F) lists the current criteria for a PUD rezoning which has no major change; and

WHEREAS, 16-2-8(G) & (H) clarifies the difference between a PUD District Plan and a PUD Site Development Plan which provides more details for the proposed development; and

WHEREAS, 12-2-8(G) & (H) also sets out the process for approval and allows the applicant to choose a one or two step process depending upon the amount of detail provided in the application; and

WHEREAS, 16-2-8(I) defines and lists criteria for major and minor amendments to a previously approved PUD and a Site Development Plan; and

WHEREAS, 16-2-8(J) reiterates that the appeal process for PUD rezoning is the same as for any other rezoning under Title 16 EMC;and

WHEREAS, after a Public Hearing the Englewood Planning and Zoning Commission recommended approval of this Ordinance at their October 7, 2014 meeting.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 2, Section 7, entitled *Official Zoning Map Amendments (Rezoning)* of the Englewood Municipal Code 2000, to read as follows:

**16-2-7: Official Zoning Map Amendments (Rezoning).**

The City may initially zone annexed property, or the boundaries or areas of any zone district may be changed, or the zone classification of any parcel of land may be changed pursuant to this Section. Rezoning shall not be used as a way to legitimize nonconforming uses or structures, and should not be used when a conditional use, Zoning Variance, or Administrative Adjustment could be used to achieve the same result. Rezoning to a Planned Unit Development district (PUD) ~~or Transit Station Area (TSA) district are subject to additional~~ shall follow the procedures and criteria as set forth in ~~this~~ Section 16-2-8 for Planned Unit Developments.

*A. Initiation.*

1. A proposed rezoning may be initiated by any party identified in Section 16-2-3.A EMC.
2. A rezoning application shall expire one (1) year after submittal unless a public hearing on the application has been held by the Council on or before that date; provided, however, that the City Manager or designee may extend the application for six (6) months if the reason for the delay was due to circumstances beyond the control of the applicant.

3. ~~No application for rezoning property shall be accepted within twelve (12) months following a final decision on a prior rezoning application relating to all or any portion of that same property. A "final decision" shall mean denial of a rezoning by the Council, or withdrawal of the rezoning application occurring after a recommendation of denial by the Commission.~~

B. *Thresholds for Rezoning.*

1. Thresholds for Base District Rezoning:

- a. *General.* A base district rezoning results in the change of a property's existing base zoning district classification to a base zoning district classification identified in Table 16-3-1.1, other than a PUD or TSA district.
- b. *Minimum District Size.* A base district rezoning application shall only be considered for properties greater than thirty-seven thousand, five hundred (37,500) square feet of land area and contiguous to a compatible zone district.
- c. For purposes of this Section, "compatible zone districts" are districts within the same base zoning district headings as identified in Table 16-3-1.1 (i.e. R-2-A and R-2-B are compatible zone districts within residential ~~one and multi-unit district~~ headings.) The contiguity to compatible zone district requirement does not apply if the rezoning request is consistent with and implements the Comprehensive Plan.

2. ~~Thresholds for Planned Unit Development (PUD) Rezoning:~~

- a. ~~*General.* A PUD rezoning results in the creation of a unique zone district that offers the City additional forms or qualities of development or amenities not possible through other zone districts. The terms and conditions of each PUD zone district shall be based on negotiations between the property owner and the City, but all PUD zone districts must be consistent with the Comprehensive Plan and applicable provisions of this Title. Each PUD zone district must include its own list of permitted and conditional uses and shall identify what development standards shall apply. If a PUD proposal will require the creation of one (1) or more new lots of record, or amendment of the boundaries or properties of existing lots of record, then approval of a subdivision plat shall also be required.~~
- b. ~~*Minimum District Size.* A PUD rezoning application shall only be considered for properties greater than one half (1/2) acre in area.~~

- 3 2. Thresholds for Transit Station Area (TSA) Rezoning:

- a. *District Location.* The location of a Transit Station Area (TSA) district shall be consistent with the following criteria:

- (1) The location of the proposed TSA district shall be consistent with the locations described or depicted for transit-related and/or mixed-use development in the Comprehensive Plan.
- (2) The TSA district shall be located generally within a one-quarter (¼) mile radius of an existing, or a planned and approved light-rail rapid transit station.
- (3) The one-quarter (¼) mile radius may be augmented by an extended area which would include up to a one-half (½) mile radius where the area is contiguous to the TSA district and that it can be demonstrated that the area creates a transitional zone when the Planning and Zoning Commission makes a finding that such an extension is a benefit to the adjoining zone districts.

b. *Minimum District Size.*

- (1) An application to rezone to a TSA district shall include a minimum gross land area of three (3) acres.
- (2) The City may allow smaller incremental and contiguous additions to an existing TSA district, if the subsequent rezoning application:
  - (a) Includes a minimum gross land area of twenty thousand (20,000) square feet;
  - (b) Is consistent with the intent of the TSA district;
  - (c) Provides uses or a mix of uses complementary to the mix of uses planned or developed in the adjoining, existing TSA district; and
  - (d) Demonstrates site and building designs that will be compatible with, and integrated with, the adjoining, existing TSA district.

C. *Pre-Application Review and Neighborhood Meeting.*

1. **Pre-Application Conference.** All applicants for rezoning shall be required to participate in a pre-application conference pursuant to Section 16-2-3.F EMC.
2. **Pre-Application Neighborhood Meeting Rezoning.** Following the pre-application conference, each applicant for a rezoning shall hold a neighborhood meeting in accordance with City procedures to describe their proposal before an application for rezoning can be accepted by the City. The neighborhood meeting is an opportunity for the applicant to describe the proposal as well as for area residents and property owners to offer input about the proposal at an early stage. The applicant shall hold the meeting at a time and location accessible and convenient for the public. The City shall be represented at the meeting. Following the neighborhood meeting ~~The City representative shall~~ may prepare a written report summarizing the general discussion of the neighborhood meeting and make copies available to the City staff, the applicant, and the public.

3. The maximum time between a required neighborhood meeting and a public hearing before the Commission shall not be more than one hundred eighty (180) days. In the event the public hearing is not held within one hundred eighty (180) days, the applicant shall be required to hold another neighborhood meeting.

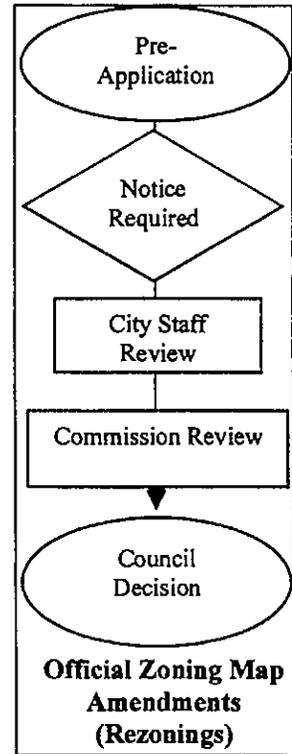
D. *Notice.* The City Manager or designee shall require that notice of required public hearings be given in accordance with Section 16-2-3.G EMC.

E. *City Review.* The City Manager or designee shall review the proposed rezoning, and may refer the application to any City department or agency (including any utility providers, other municipalities or other agency as determined by the City) for its review and comments, and shall prepare a report of its recommendations for review by the Commission and Council. A copy of the report shall be furnished to the applicant.

F. *Commission Review and Recommendation.*

1. ~~Base District Rezoning.~~

a. The Commission shall review the proposed rezoning and the recommendation of City staff, and shall hold a public hearing on the proposed rezoning. Following such hearing, the Commission may make a recommendation to approve, deny, or modify the proposed rezoning.



2. b. The Commission may recommend to the Council that an application for an initial zoning or a rezoning be approved upon condition that the applicant, or the applicant's successors and assigns, obtain approval by the Commission and Council of a site plan or subdivision plat of the subject property either prior to Council action, within a certain time after Council action, or prior to any site development.

2. ~~PUD or TSA Rezoning.~~

~~a. The Commission shall review the proposed PUD or TSA rezoning, and the recommendations of City staff on both applications, and shall hold a public hearing on each application.~~

~~b. The Commission shall then review the proposed PUD or TSA rezoning pursuant to this Section, and following the public hearing, may recommend that the Council approve, deny, or approve the proposed rezoning with conditions.~~

3. e. In its review of the rezoning application, in addition to any other criteria and findings applicable to the decision, the Commission's recommendations shall include its written findings on each of the following points:

(1) a. The application is or is not ~~in conformance~~ consistent with the Comprehensive Plan and this Title; and

(2) b. The application is or is not ~~consistent~~ in conformance with adopted and generally accepted development standards ~~of development~~ in the City, and any other ordinance, law, or requirement of the City; and

(3) c. The application is or is not substantially consistent with the goals, objectives, ~~design guidelines, and policies~~ and any other ordinance, law, or requirement of the City.

G. *Council Action.*

1. ~~Base District Rezoning Applications.~~ The Council shall review the proposed rezoning, the recommendation of City staff, and the recommendation of the Commission, and shall hold a public hearing on the proposed amendment. Following such hearing, the Council may approve, deny, or refer a proposed amendment back to the Commission. ~~amend the proposal.~~

2. ~~PUD and TSA Rezoning.~~

~~a. The Council shall then review the proposed PUD or TSA rezoning in light of the recommendation of City staff, and the recommendation of the Commission, and shall hold a public hearing on the proposed rezoning. Following such hearing, the Council may approve, deny, or amend the proposed rezoning.~~

3. 2. Refer Back to Commission. No substantial amendment to an application for a rezoning may be made by the Council after a recommendation on the rezoning has

been made by the Commission, unless it is first referred back to the Commission for comment on the proposed substantial amendment.

H. *Criteria.* Rezoning shall be made in the interest of promoting the health, safety, and general welfare of the community, and shall be consistent with the Comprehensive Plan. In addition, the review- or decision-making body shall only recommend approval of, or shall only approve, a proposed rezoning, if it finds that the proposed rezoning meets the criteria listed below.

1. For base district rezonings, the proposed rezoning shall meet at least one of the following criteria:
  - a. That there has been a material change in the character of the neighborhood or in the City generally, such that the proposed rezoning would be in the public interest and consistent with the change; or
  - b. That the property to be rezoned was previously zoned in error; or
  - c. That the property cannot be developed, or that no reasonable economic use of the property can be achieved, under the existing zoning.

The criteria in subsections 1.a through c above shall not apply to the initial zoning of property annexed to the City or to rezonings that may occur incidental to a comprehensive City-initiated revision of the City's Official Zoning Map.

2. For PUD or TSA rezonings, the proposed development shall ~~complies~~ comply with all applicable use, ~~development,~~ and development design standards set forth in this Title that are not otherwise modified or waived according to the rezoning approval; and the proposed rezoning shall meet at least one of the following criteria:
  - a. ~~That~~ The proposed development will exceed the development quality standards, levels of public amenities, or levels of design innovation otherwise applicable under this Title, and would not be possible allowed or practicable under a standard zone district with conditional uses or with a reasonable number of Zoning Variances or Administrative Adjustments; or
  - b. ~~That~~ The property cannot be developed, or ~~that~~ no reasonable economic use of the property can be achieved, under the existing zoning, even through the use of conditional uses or a reasonable number of Zoning Variances or Administrative Adjustments.
3. All rezonings shall meet the following criterion:
  - a. The resulting rezoned property will not have a significant negative impact on those properties surrounding the rezoned area and that the general public health, safety and welfare of the community are protected.

I *After Approval—Lapsing Period.*

1. ~~Base District Rezoning.~~ An approved ~~base district~~ rezoning shall not lapse, but shall remain in effect until ~~and unless superseded~~ superseded by a later or inconsistent amendment to, or replacement of, the Official Zoning Map. However, if the City has ~~required the submission of a Zoning Site Plan as part of the rezoning process, and has approved a Zoning Site Plan for the rezoned property, and the Zoning Site Plan later lapses pursuant to Section 16-2-9.E EMC, the Council may initiate a rezoning of the property to its prior zone map designation, or to an alternative designation more consistent with the Comprehensive Plan.~~
2. ~~PUD or TSA rezoning.~~ An approved ~~PUD or TSA~~ district rezoning shall not lapse, but shall remain in effect until ~~superseded~~ superseded by a later or inconsistent amendment to, or replacement of, the TSA District Official Zoning Map.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 2, by adding a new Section 8, entitled *Planned Unit Development (PUD) Rezoning Process and Requirement* of the Englewood Municipal Code 2000, to read as follows:

**16-2-8: Reserved- Planned Unit Development (PUD) Rezoning Process and Requirements.**

A. Intent. The PUD Zone District is an alternative to conventional land use regulations resulting in the creation of a unique zone district that offers the City and Applicant forms or qualities of development or amenities not allowed through existing base zone districts. The PUD Zone District combines use, density, height, design and site plan considerations into a unified process. Each PUD Zone District must include its own list of permitted and conditional uses and shall identify what development standards will apply.

The PUD Zone District is specifically intended to:

1. Provide an opportunity for the developer and the City to review the type and intensity of development being proposed, and to identify any elements of the proposed plan that may not comply with existing City development standards.
2. Provide development opportunities not otherwise permitted within existing zone districts by reducing or eliminating the inflexibility that sometimes results from strict application of zoning and development standards.
3. Permit and encourage innovative design, flexibility, and diversity in land planning and development.
4. Provide the opportunity for unified development control for a single parcel or multiple properties in harmony with the environment and respecting the context of the surrounding neighborhoods by establishing design and development standards for the general character of the properties within the PUD.
5. Plan for the general configuration of land uses, common elements, major transportation and pedestrian circulation elements, utilities and necessary easements

to serve the site and to connect to existing and planned transportation networks, pedestrian networks and utilities.

6. Plan for proposed amenities, such as parks, open space and recreational facilities.
7. Identify natural features of the site that should be enhanced, protected or remain undeveloped.
8. Ensure consistency with the Englewood Comprehensive Plan.
9. Provide for the public health, safety, integrity and general welfare, and otherwise achieve the purposes provided in the Planned Unit Development Act of 1972 as amended (C.R.S. 24-67-101, et seq.).

B. *Applicability.* The provisions of this Section shall apply to all lands, uses, and structures to be rezoned to Planned Unit Development (PUD) Zone District. The provisions of this Section shall not apply to:

1. Planned Developments (P.D.) approved prior to July 1, 1996, which shall continue to be governed by the respective development plans and the regulations of the underlying zone districts. However, any major amendments to an existing P.D., as determined by the City Manager or designee, shall require review and approval under the new requirements of this Section.
2. Any land currently zoned PUD, and partially developed prior to the date of the adoption of this Section. Such approved PUDs may continue and complete such development under the terms and conditions of approval for that PUD. However, any major amendments to an existing PUD, as determined by the City, shall require review and approval under the new requirements of this Section.

C. *Initiation.*

1. A proposed rezoning may be initiated by any party identified in Section 16-2-3(A) EMC. All property owners within the boundaries of a proposed PUD zone district shall consent in writing to the application for a PUD.
2. A PUD application shall expire one (1) year after submittal unless a public hearing on the application has been held by the Council on or before that date; provided however, that the City Manager or designee may extend the application for six (6) months if the reason for the delay was due to circumstances beyond the control of the applicant.
3. No application for substantially the same PUD shall be accepted within twelve (12) months following a final decision on a prior rezoning application relating to all or any portion of that same property. A "final decision" shall mean denial of a rezoning by the Council.

D. *Permitted Uses.* Uses permitted in a PUD zone district may include any use which is a permitted use in any zone district of the City, or as may be permitted through the unlisted uses determination process of Section 16-5-1(B) EMC Unlisted Uses. Each PUD

application shall include its own list of allowed or conditional uses and shall identify applicable design and development standards. A PUD District Plan or a PUD Site Development Plan may vary the provisions of Title 16 EMC, but only to the extent specifically shown on an approved PUD District Plan or Site Development Plan.

E. *General Use and Development Requirements and Limitations.* PUDs shall be subject to the following:

1. PUD applications shall only be considered for properties equal to or greater than one-half (1/2) acre.
2. Requests for rezoning to a PUD zone district shall be filed on application forms provided by the City, together with all plans, maps and any other information as may be necessary, reasonable and relevant for review by the City. Applications shall be submitted with fees established by City Council resolution.
3. Requests for rezoning to a PUD zone district shall be authorized in writing by the landowner(s) or an authorized agent.
4. All PUD zone districts shall be established through a map amendment to this Title pursuant to the procedures and criteria set forth in this Title.
5. The terms and conditions of each PUD zone district shall be based on negotiations between the applicant and the City. However, all PUD zone districts shall be consistent with the Comprehensive Plan and applicable provisions of this Title.
6. If a PUD proposal requires the creation of one (1) or more new lots of record, or amendment of the boundaries of existing lots of record, then approval of a subdivision plat shall also be required.
7. The area of land for the PUD zone district may be controlled by one or more landowners and shall be developed under unified control or a unified plan of development.
8. Provisions shall be made for the establishment of an organization for the ownership and maintenance of areas designated as private streets and/or common space unless other adequate arrangements for the ownership and maintenance thereof are provided in a manner acceptable to the City Council.
9. The PUD zone district shall be subject to all applicable use and development standards of this Title unless otherwise waived or modified by the applicant and approved by City Council in the terms of the approved PUD.

F. *Approval Criteria.* PUD rezonings shall be made in the interest of promoting the health, safety, and general welfare of the community, and shall be consistent with the Comprehensive Plan. In addition the review or decision making body shall only recommend approval of, or shall only approve, a proposed PUD rezoning if it finds that the proposed rezoning meets the criteria listed below:

1. The proposed development shall comply with all applicable use, development, and design standards set forth in this Title that are not otherwise modified or waived

according to the rezoning approval. In addition, the proposed rezoning shall meet at least one of the following criteria:

- a. The proposed development will exceed the development quality standards; levels of public amenities; or levels of design innovation otherwise applicable under this Title, and the proposed development would not be allowed or practicable under a standard zone district with conditional uses or with a reasonable number of Zoning Variances or Administrative Adjustments; or
- b. The property cannot be developed, or no reasonable economic use of the property can be achieved, under the existing zoning, even through the use of conditional uses or a reasonable number of Zoning Variances or Administrative Adjustments.

2. All PUD rezonings shall meet the following criterion:

- a. The resulting rezoned property will not have a significant negative impact on those properties surrounding the rezoned area and the general public health, safety and welfare of the community will be protected.

G. PUD Approval Process Summary: The Planned Unit Development zone district requires three (3) steps for PUD project review and approval: 1) Pre-application review and neighborhood meeting; 2) PUD District Plan review and approval; 3) PUD Site Development Plan review and approval. If an applicant provides site-specific development plans, the PUD District Plan and PUD Site Development Plan steps may be combined.

The PUD rezoning may be processed in one phase or two, at the option of the developer. A complete and final PUD shall not take effect until and unless all of the information required below for both a PUD District Plan and a PUD Site Development Plan have been reviewed and approved by the City.

The PUD District Plan is a general plan for the land within the boundaries of the application, and includes general land uses and densities, building heights, general design intent, parking ratios, and a conceptual layout of the site. Approval of PUD District Plan requires a later approval of a PUD Site Development Plan prior to any development or issuance of a Building Permit.

The PUD Site Development Plan is a more detailed plan for the development of the site by applying the standards set forth in the District Plan, but shall also include a statement of architectural intent; design standards necessary to achieve the architectural intent; location of major transportation and circulation systems; parking standards; landscaping requirements; common elements and other details required to demonstrate that the development will meet or exceed the standards set forth on the District Plan and the qualities of development otherwise required by City standards in the base zone district.

- 1. Pre-Application Conference and Neighborhood Meeting: Applicant shall submit a preliminary proposal indicating the property to be included in the proposed PUD; the size of the land in acres and square feet; proposed land uses; maximum density and/or number of units; anticipated building heights; and approximate location of major circulation elements. Staff may review the preliminary proposal and provide

written comments and recommendations to potential applicants. No project approval is implied or granted at this early review stage.

Neighborhood Meeting: Following the pre-application conference, each applicant for a PUD shall hold a neighborhood meeting in accordance with City Procedures to describe their proposal before an application for rezoning can be accepted by the City. The neighborhood meeting is an opportunity for the applicant to describe the proposal as well as for area residents and property owners to offer input about the proposal at an early stage. The applicant shall hold the meeting at a time and location accessible and convenient for the public. The City shall be represented at the meeting. Following the neighborhood meeting, the City representative may prepare a written report summarizing the general discussion of the neighborhood meeting and make copies available to the City staff, the applicant, and the public.

The maximum time between a required neighborhood meeting and a public hearing before the Commission shall not be more than one hundred eighty (180) days. In the event the public hearing is not held within one hundred eighty (180) days, the applicant shall be required to hold another neighborhood meeting.

2. Notice. The City Manager or designee shall require that notice of required public hearings be given in accordance with Section 16-2-3. (G) EMC.
3. City Review. The City Manager or designee shall review the proposed PUD, and may refer the application to any City department or agency (including any utility providers, other municipalities or other agency as determined in the City) for its review and comments, and shall prepare a report of its recommendations for review by the Commission and Council. A copy of the report shall be furnished to the applicant.
4. Commission Review and Recommendation. The Commission shall review the proposed PUD and the recommendation of City staff and shall hold a public hearing on the PUD. Following such hearing the Commission may make a recommendation to approve, approve with conditions, deny, or modify the PUD.
  - (a) In its review of the PUD application, in addition to any other criteria and findings applicable to the decision, the Commission's recommendations shall include its written findings on each of the following points:
    1. The application is or is not consistent with the Comprehensive Plan and this Title; and
    2. The application is or is not in conformance with adopted and generally accepted development standards, and any other ordinance, law or requirement of the City; and
    3. The application is or is not substantially consistent with the goals, objectives, and policies of the City.

5. Council Action. The Council shall review the proposed PUD, the recommendation of the City staff, and the recommendation of the Commission, and shall hold a public hearing on the proposed PUD. Following such hearing, the Council may approve, deny, or refer a proposed PUD back to the Commission for modifications based on the requirements of this Title.
6. After Approval – Lapsing Period. An approved PUD shall not lapse, but shall remain in effect until superseded by a later or inconsistent amendment to, or replacement of, the PUD or the Official Zoning Map.
  - a. Following approval of a PUD and the execution of all certificates appearing on the final PUD document, the applicant shall submit the final PUD and all other required documents to the City and the City shall record them with the Arapahoe County Clerk and Recorder. All expenses for recording shall be borne by the applicant and be paid prior to recording.

H. Submittal Requirements.

1. PUD District Plan: The PUD District Plan shall include all submittal requirements as listed below. The Planning and Zoning Commission shall make a recommendation to City Council for final action on a PUD District Plan zoning request. If a PUD District Plan is submitted for review without inclusion of a PUD Site Development Plan, then the Planning and Zoning Commission action on the PUD District Plan shall include a recommendation for final action on the Site Development Plan, which may include requiring review by staff only, review at a public hearing by the Planning and Zoning Commission, and additional review at a public hearing by the City Council, depending upon the size, uses, and complexity of the plan or issues remaining for review.

PUD Site Development Plan: If a PUD Site Development Plan is submitted with a PUD District Plan, the Site Development Plan shall be reviewed at the same time as the PUD District Plan. If a PUD Site Development Plan is submitted subsequently to a PUD District Plan, then the Site Development Plan shall be reviewed as specified in the approved District Plan.

2. PUD District Plan: The applicant shall submit for City review a minimum of twelve (12) sets of the proposed PUD District plan. Applications shall be deemed complete only upon submittal of all required information and payment of all application fees. Review will not occur until the application is complete. The PUD District Plan shall be sufficiently detailed to indicate the general land uses; locations; development densities and/or minimum lot areas per unit; building heights, major transportation and circulation elements; the intended design character of the development and shall include but shall not be limited to, the following:
  - a. The name and location of the proposed development; and
  - b. The names, addresses and phone numbers of the applicants, owners, developers and designers of the development; and

- c. Documentation confirming that the applicant has legally sufficient interest in the property proposed for development, or is the duly authorized agent of such a person; and
- d. A PUD District Plan, drawn at a scale of not less than one inch per fifty feet (1"=50') along with north arrow, written and graphic scale, of the proposed development. The District Plan shall be of sufficient detail to determine impacts, both on and off-site that may require mitigation. The District Plan shall additionally include the following, where applicable:
- (1) A boundary survey and legal description prepared by a Colorado registered Professional Land Surveyor.
  - (2) A description of the location of the property, and an identification of the primary developments, sensitive areas and other surrounding uses, features and major transportation networks in the immediate vicinity of the property.
  - (3) Adjacent streets, proposed points of access and internal vehicular circulation routes.
  - (4) Existing zoning and land use for all properties within at least three hundred feet (300') of all property boundary lines.
  - (5) Location and area of proposed land uses, including private, public and quasi-public facilities; for plans with multiple uses, applicant shall provide a land use schedule listing permitted land uses.
  - (6) Maximum heights of proposed structures.
  - (7) Parking ratios for allowed uses, plus a statement of the intent to use surface or structured parking.
  - (8) The maximum allowed density of the site, including any density maximums or minimums on individual uses.
  - (9) A description of the intended parks, recreation and open space features necessary and major amenities proposed to achieve the intended goal of the development, including the approximate location and area of open space and recreation areas.
  - (10) General intent and location of landscape areas, including percent of site dedicated to natural and landscaped areas, and transitional buffer areas.
  - (11) Location of existing bus stops, bike paths and pedestrian networks.
  - (12) The existing topography of the land and existing natural features, together with areas subject to 5-year and 100-year flooding.
  - (13) Locations of any existing easements on the property.

- (14) Required major extensions of utilities, including conceptual layout of utilities and storm sewer systems.
- (15) A description of the architectural design concept and development standards for exterior building materials sufficient to demonstrate that the development will be compatible with the surrounding neighborhood or will achieve a higher level of design. Development standards shall include a list of allowed and prohibited exterior materials, standards for articulation of street facing façades, and minimum transparency (windows) for building elevations.
- (16) Minimum perimeter setbacks and other setbacks as appropriate.
- (17) A Traffic Impact Study describing existing conditions, projected traffic generation from the new development, and anticipated impacts on the external street network in the vicinity of the proposed PUD.
- (18) A written statement generally describing the proposed PUD and the market which it is intended to serve, its relationship to the Comprehensive Plan, and how the design and architectural concept of the proposed PUD will relate to adjacent property. Where the applicant's objectives are not substantially consistent with the Comprehensive Plan, the statement shall include the changed or changing conditions that justify approval of the proposal.
- (19) Other information deemed necessary, reasonable, and relevant to evaluate the application as determined by City Manager or designee, Planning and Zoning Commission, or City Council.

3. PUD Site Development Plan: After or concurrent with the review of the PUD District Plan, the applicant shall submit for City review a minimum of twelve (12) sets of the proposed PUD Site Development Plan. Applications shall be deemed complete only upon submittal of all required submittal information and payment of applicable fees. Review will not occur until the application is complete. The PUD Site Development Plan may include the entire area within the PUD District Plan or the PUD Site Development Plan may consist of one or more phases, provided however, that the approval of any one phase may be contingent on improvements that involve other or all phases. The PUD Site Development Plan shall be sufficiently detailed and shall contain such information and documentation to fully indicate the ultimate operation and appearance of the project and shall include, but shall not be limited to, the following:

- a. A boundary survey and legal description prepared by a Colorado registered Professional Land Surveyor.
- b. Structure footprints, locations, gross floor areas, building heights and dimensioned setbacks from streets, as well as other structures and other features.
- c. Sight lines and shadow studies.

- d. Locations of major vehicular circulation system elements, including streets, curb cuts, and parking areas. Circulation systems shall be designed to connect with existing or planned street networks.
- e. Pedestrian circulation elements including sidewalks, pathways, bus stops, plazas, with materials indicated: pedestrian circulation systems shall be designed to connect with existing or planned sidewalks and pathways.
- f. Drainage features including retention and detention areas.
- g. Overall grading showing existing and proposed grades.
- h. Location, dimensions and descriptions of all existing utility easements on the property.
- i. Parking areas and a preliminary design of internal circulation for parking areas or structures.
- j. Location and amount of bicycle parking.
- k. Loading and trash areas.
- l. A schedule of dwelling units (if applicable) by building, and dwelling unit density based on units divided by acres of net lot area remaining after right-of-way dedications.
- m. Location and area of parks, open space and recreation facilities, including amounts and locations of play areas for children and other recreational areas shown on the PUD District Plan.
- n. Landscaping to include a material schedule listing quantities, plant types (e.g. deciduous street trees, evergreen shrubs, etc.), common name, minimum size at planting, area calculations for required and provided landscape area.
- o. Fences, walls or year-round natural screen planting and landscaping when necessary to shield adjacent residential areas from commercial, industrial and parking areas.
- p. Site lighting elements, including street lights, pedestrian lights and any other lighting elements.
- q. Areas subject to flooding from a major storm including the 5-year and 100-year storms, detention and retention areas and provisions for controlled release of water from detention or retention areas following a major storm.
- r. Site signage locations, and lighting of signs including specifically adopted sign standards where applicable.
- s. Public amenities that may be included in the development proposal, including public art.

- t. Conceptual building elevations that illustrate how the design standards established in the PUD District Plan are being implemented, including architectural concepts, façade treatments, and exterior building materials, as necessary to establish how the proposed PUD uses and structures relate internally and/or to the neighboring properties.
- u. Other information deemed necessary, reasonable, and relevant to evaluate the application as determined by City Manager or designee, Planning and Zoning Commission, or City Council.

I. Amendments.

1. District Plan Amendments.

- a. Major Amendments to the PUD District Plan: Major amendments may be made to the approved Planned Unit Development District Plan pursuant to the procedures as provided within this Section 16-2-8 EMC, including a neighborhood meeting. Major amendments shall include any of the following:
  - (1) An increase in the maximum building height beyond that allowed in the approved PUD District Plan.
  - (2) An increase in the maximum allowed density or number of units beyond that allowed in the approved PUD District Plan.
  - (3) A change in land use to a use not otherwise allowed in the approved PUD District Plan.
  - (4) A reduction of the perimeter setbacks from those required in the approved PUD District Plan.
  - (5) A reduction in the amount of landscaping required in the approved PUD District Plan.
  - (6) An increase in the allowed lot coverage above that approved in the PUD District Plan.
  - (7) Any change not considered a minor amendment by the City Manager or designee.
- b. Minor Amendments to the PUD District Development Plan: The City Manager or designee may approve minor amendments in the location of structures or facilities, or location of streets or walkways if required by engineering or other circumstances not foreseen at the time the Planned Unit Development District Plan was approved so long as no amendment violates any standard or regulation set forth in this Section; or any change not listed as a “Major Amendment” in Section 16-2-8(I)(1)(a) above.

2. Site Development Plan Amendments: All PUD Site Development Plans and documents may be changed and/or amended in whole or in part from time to time as provided in this Section.

a. Major Amendments to PUD Site Development Plans: PUD Site Development Plans approved and recorded hereunder may only be amended as provided in Section 16-2-8(H)(3) and (G) EMC. This shall include those amendments which meet any of the following criteria:

- (1) A change in the character of the development; or
- (2) A change in the allowed land uses; or
- (3) A change in the general location of land uses; or
- (4) An increase in the maximum allowed building or structure height; or
- (5) An increase in the number of dwelling units, or in the ratio of the gross floor area of structures to the land area, or increases in the proposed gross floor area within any particular land use; or
- (6) A change in the required setbacks from property lines, or “build-to” lines; or
- (7) An increase of more than two percent (2%) in ground coverage by structures or surface parking; or
- (8) A reduction by more than two percent (2%) in the land area designated for landscaping; or
- (9) A reduction in the ratio of off-street parking and loading space to gross floor area or number of dwelling units in structures; or
- (10) A change affecting the access from and through public rights-of-way.

b. Minor Amendments to PUD Site Development Plan: The City, through the City Manager or designee, may authorize minor deviations from the PUD Site Development Plan when such deviations appear necessary in light of technical or engineering considerations, Minor Amendments shall not be permitted for any changes included with the list of Major Amendments in Section 16-2-8(I)(2)(a) above.

J. Appeals.

1. PUD District Plan: The applicant may appeal any determination or action taken by the City Council under this Chapter to an Arapahoe County Court of competent jurisdiction. Said appeal to the court must comply with Rule 106 of Colorado Rules of Civil Procedure.

2. PUD Site Development Plan: The applicant may appeal any determination or action taken by the City Council under this Chapter to an Arapahoe County court of competent jurisdiction. Said appeal to the court must comply with Rule 106 of Colorado Rules of Civil Procedure.

*Editor's note - Ord. 08-48, § 4, adopted Sept. 15, 2008, deleted 16-2-8, which pertained to overall concept plan review and derived from Ord. 04-5.*

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

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

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

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

Section 7. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 15th day of December, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of December, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 17th day of December, 2014 for thirty (30) days.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 15th day of December, 2014.

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date:</b> December 15, 2014	<b>Agenda Item:</b> 11 a ii	<b>Subject:</b> Keep Englewood Beautiful Organization Amendments
<b>Initiated By:</b> Community Development Department		<b>Staff Source:</b> Audra Kirk, Planner I Harold J. Stitt, Senior Planner

### PREVIOUS COUNCIL ACTION

Council created the Keep America Beautiful Commission by Ordinance No. 50, Series of 1990 codified in Title 2 Chapter 8 of the Englewood Municipal Code, as amended. Council, by Resolution No 56, Series of 1991, authorized the Keep America Beautiful Commission to use the descriptor Clean, Green, and Proud Commission. Council, by Ordinance No. 13, Series of 2000 approved the renaming of the Keep America Beautiful Commission to the Keep Englewood Beautiful Commission.

### RECOMMENDED ACTION

Staff recommends Council approve an ordinance amending Title 2, Chapter 8, Section 1 that reduces the number of persons to be appointed to the Keep Englewood Beautiful Commission from fifteen to nine, and amending Title 2 Chapter 8, Section 3 D that reduces the minimum number of meetings from monthly to quarterly.

### BACKGROUND AND ANALYSIS

At the June 2014 Keep Englewood Beautiful Commission (KEB) meeting the Commissioners discussed ongoing membership and attendance issues. Over the past few years, it has become increasingly difficult to achieve a quorum for the monthly meeting. In 2014, three meetings were canceled due to lack of a quorum. This may partly be due to the size of the Commission. At fifteen members, KEB is the largest commission, whereas nine is the usual membership number for other boards and commissions. Even though the municipal Code prescribes the Commission to be made up of fifteen members, in recent years, the pool of community members willing to serve has not been sufficiently large enough for Council to fill positions on all boards and commissions. Another factor that may be affecting meeting attendance is the Commission's yearly work program. KEB's projects are not evenly distributed throughout the year with the major projects occurring in the latter half of the year.

Recognizing that the required membership number and meeting frequency set forth in the Municipal Code does not equate to a more or less effective commission or more or less successful programs and projects, Commissioners, at their June 10, 2014 meeting, moved to request Council amend the quorum from a simple majority of duly appointed members to one-third of the duly appointed members plus one. The Commissioners also moved to request Council to reduce the required meetings from not less than monthly to not less than quarterly.

At the November 24, 2014 Study Session, Council members discussed KEB in light of the foregoing issues and directed staff to prepare an ordinance amending the membership requirement. Staff agrees that reducing the membership from fifteen to nine is a more appropriate action than a reduction in the quorum

requirement. Staff also concurs with the Commission that a reduction in the minimum number of meeting from monthly to quarterly is appropriate and will not in any way impair the effectiveness of KEB or the success of its programs and projects.

**FINANCIAL IMPACT**

The proposed amendments will have no financial impact to the City.

**ATTACHMENTS**

June 10, 2014 KEB Minutes  
Proposed Bill for Ordinance



## KEEP ENGLEWOOD BEAUTIFUL MINUTES June 10, 2014



### 1. Meeting Opening

The meeting was called to order at 6:30pm in the City Council Conference Room by Justin Geissler.

### 2. Roll Call

**Present:** Bruce Werner, Jennifer Jones, Jessie Van Gundel, Justin Geissler, Matthew Dillin, Steven Scott, Tanya DeNorch, Christine McGroarty

**Absent/Excused:** Brenidy Rice, Brittany Yepsen, Kaylene McCrum, Leah Buchanan

**Absent/Unexcused:** Allie Moore, Roger Mattingly

**Guest:** Louis Fowler



### 3. Approval Minutes

**Motion:** Approve the April 8, 2014 Minutes. **Moved by** Steven Scott; **Seconded by** Tanya DeNorch. Motion carried by unanimous vote.



### 4. Old Business

- T-Shirt Update: Audra circulated the artwork for the T-shirts for input. It was the consensus of the Commission to use the original "tree" logo.



### 5. New Business

- Bylaw Amendments: The Commission discussed amending the Bylaws that meetings will be held at least quarterly and a quorum would be defined as 1/3 of the appointed Commissioners, plus 1.

**Motion:** Amend the Keep Englewood Beautiful Bylaws to reflect the Commission will meet a minimum of quarterly, rather than monthly. **Moved by** Steven Scott; **Seconded by** Christine McGroarty

**Ayes:** Jennifer Jones, Jessie Van Gundel, Matthew Dillin, Steven Scott, Tanya DeNorch, Christine McGroarty

**Nays:** Bruce Werner, Justin Geissler

Motion passed; 6 in favor; 2 opposed.

**Motion:** Amend the Keep Englewood Beautiful Bylaws to define a quorum as one-third of the appointed Commissioners, plus one member. **Moved by** Steven Scott; **Seconded by** Christine McGroarty

Motion passed unanimously.



- Flower Beds: The Recreation center flower beds are planted. The flower beds at Cushing Park need to be cleaned. Audra circulated a sign-up sheet.
- Clean-up Coupons: Audra circulated the sign-up sheet. The Commission discussed the possibility of having the discount coupon in the *Englewood Citizen*.
- Funfest: The event is scheduled for August 9. The Commission discussed creating a brochure or handout promoting the Commission.

**Motion:** Pay Elizabeth Afshar \$200 for Funfest activity. **Moved by** Steven Scott, **Seconded by** Justin Geissler.

- Volunteer Recruitment: The Commission discussed holding an event to recruit volunteers.
- Great American Clean up (Graffiti Removal): Commission is partnering with Police Department on July 19 and August 16.



- Nextdoor: It is a free private social networking website for connection with your neighbors.

## 6. **Unscheduled Public Comment**

Mr. Fowler stated that the City's alleys are an eyesore. He suggested methods of improving the alleys for a consistent look without paving.

## 7. **Staff's Choice**

The Board/Commission appreciation event is scheduled for June 30, 6pm. Audra asked Commissioners to email her if they are attending.

## 8. **Council Member's Choice**

The Commission briefly discussed the previous garden tours and the lack of participation.

## 9. **Commissioner's Choice**

Commissioners had nothing further.

## 10. **Adjourn**

There was no further business. The meeting adjourned at 7:50 pm

/s/ Nancy G. Fenton

Nancy G. Fenton, Transcriber

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 70  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AMENDING TITLE 2, CHAPTER 8, ENTITLED *KEEP ENGLEWOOD BEAUTIFUL COMMISSION* OF THE ENGLEWOOD MUNICIPAL CODE 2000.

WHEREAS, the Englewood City Council wishes to reduce the membership of the Keep Englewood Beautiful Commission (KEB) from fifteen (15) to nine (9) members.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 2, Chapter 8, entitled *Keep Englewood Beautiful Commission\** of the Englewood Municipal Code 2000, to read as follows:

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

There is hereby established a Keep Englewood Beautiful Commission an affiliate of Keep America Beautiful, Inc. of the City of Englewood, to be of ~~fifteen (15)~~ nine (9) persons to be appointed by the City Council.

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

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

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

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

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

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

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 15th day of December, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19<sup>th</sup> day of December, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 17<sup>th</sup> day of December, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 15<sup>th</sup> day of December, 2014.

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date:</b> December 15, 2014	<b>Agenda Item:</b> 11 a iii	<b>Subject:</b> Amendments to Title 16: Minimum Lot Width for Multi-Unit Dwellings in the MU-R-3-B and MU-R-3-C Zone Districts
<b>Initiated By:</b> Community Development Department		<b>Staff Source:</b> Brook Bell, Planner II

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

There has been no previous Council action concerning this matter.

### PREVIOUS PLANNING COMMISSION ACTION

The Planning and Zoning Commission conducted a public hearing on November 18, 2014, to consider the proposed amendments to Title 16: Unified Development Code. Following discussion, the Commission voted 8 to 0 to forward a favorable recommendation to City Council to approve proposed amendments to Title 16: Minimum Lot Width for Multi-Unit Dwellings in the MU-R-3-B and MU-R-3-C Zone Districts.

### RECOMMENDED ACTION

Recommendation from the Community Development Department to adopt a Bill for an Ordinance authorizing amendments to Title 16: Unified Development Code regarding Minimum Lot Width for Multi-Unit Dwellings in the MU-R-3-B and MU-R-3-C Zone Districts on First Reading and to set January 5, 2015 as the date for Public Hearing to consider testimony on the proposed amendments.

### BACKGROUND

It has come to the City's attention that an error was made related to the minimum lot widths for the MU-R-3-B zone district when Section 16-6-1.C.1 was added as part of a UDC amendment in Ordinance #37 of 2008; and subsequently, when the MU-R-3-C zone district was created by Ordinance #23 of 2012. The errors are discrepancies between UDC Table 16-6-1.1: *Summary of Dimensional Requirements*, and UDC Section 16-6-1.C.1 *Multi-Unit Development Standards in R-2-A, R-2-B, R-3-A, MU-R-3-A, MU-R-3-B, and MU-R-3-C*. For the MU-R-3-B and MU-R-3-C zone districts, the minimum lot width required for a multi-unit dwelling in Table 16-6-1.1 is "None"; whereas, Section 16-6-1.C.1 requires a minimum lot width of "twenty-five feet (25') per unit for properties with alley access" and "thirty feet (30') per unit" for properties without alley access. These portions of the UDC are highlighted and attached as Exhibit A in the attached Planning and Zoning Commission staff report.

## **SUMMARY**

UDC section 16-6-1.C.1 was added as part of a UDC amendment in Ordinance #37 of 2008; and subsequently, the MU-R-3-C zone district was created by Ordinance #23 of 2012. Since then, it has come to the City's attention that errors were made that created discrepancies in the minimum lot widths required for the MU-R-3-B and MU-R-3-C zone districts between UDC Table 16-6-1.1 and UDC Section 16-6-1.C.1. After researching the intent of the 2008 Ordinance related to impacts of front loaded garages and the 2012 Ordinance that created the MU-R-3-C zone district, it is clear in both cases that the intent of the Ordinances was not to require a minimum lot width for multi-unit dwellings in the MU-R-3-B and MU-R-3-C zone districts. The proposed amendments to the UDC will correct the discrepancy between the two sections of the zoning code.

## **PROPOSED AMENDMENTS**

In order to correct the discrepancies between the minimum lot widths required for the MU-R-3-B and MU-R-3-C zone districts between UDC Table 16-6-1.1 and UDC Section 16-6-1.C.1, staff recommends the proposed UDC amendments that are attached as the Bill for an Ordinance.

## **FINANCIAL IMPACT**

No financial impacts are anticipated from the adoption of the proposed amendments.

## **LIST OF ATTACHMENTS**

Planning and Zoning Commission Staff Report – November 18, 2014  
Planning and Zoning Commission Minutes – November 18, 2014  
Planning and Zoning Commission Findings of Fact – November 18, 2014  
Bill for an Ordinance



C I T Y O F E N G L E W O O D  
C O M M U N I T Y D E V E L O P M E N T

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**TO:** Planning and Zoning Commission  
**THRU:** Alan White, Community Development Director ✓  
Chris Neubecker, Senior Planner  
**FROM:** Brook Bell, Planner II ✓  
**DATE:** November 18, 2014  
**SUBJECT:** Case # 2014-06: Amendments to Minimum Lot Width for Multi-Unit Dwellings in the MU-R-3-B and MU-R-3-C Zone Districts

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**RECOMMENDATION:**

Community Development Department requests that the Planning and Zoning Commission review, take public testimony, and forward to City Council a recommendation for adoption of Unified Development Code (UDC) amendments regarding the minimum lot width for multi-unit dwellings in the MU-R-3-B and MU-R-3-C zone districts.

**BACKGROUND:**

It has come to the City's attention that an error was made related to the minimum lot widths for the MU-R-3-B zone district when Section 16-6-1.C.1 was added as part of a UDC amendment in Ordinance #37 of 2008; and subsequently, when the MU-R-3-C zone district was created by Ordinance #23 of 2012. The errors are discrepancies between UDC Table 16-6-1.1: *Summary of Dimensional Requirements*, and UDC Section 16-6-1.C.1 *Multi-Unit Development Standards in R-2-A, R-2-B, R-3-A, MU-R-3-A, MU-R-3-B, and MU-R-3-C*. For the MU-R-3-B and MU-R-3-C zone districts, the minimum lot width required for a multi-unit dwelling in Table 16-6-1.1 is "None"; whereas, Section 16-6-1.C.1 requires a minimum lot width of "twenty-five feet (25') per unit for properties with alley access" and "thirty feet (30') per unit" for properties without alley access. These portions of the UDC are highlighted and attached as Exhibit A.

**ANALYSIS:**

**Discrepancy Related to the MU-R-3-B Zone District**

UDC Table 16-6-1.1 was created with the adoption of the UDC in 2004. Subsequently, section 16-6-1.C.1 was added as part of a UDC amendment in 2008. One focus of the 2008 UDC amendment was to mitigate negative impacts associated with front loaded garages and driveways for multi-unit dwellings in the following two areas of the City.

- The first area is the R-2-A, R-2-B, R-3-A, MU-R-3-A, and MU-R-3-B zone districts that are mostly east of South Santa Fe Drive. These areas are typically platted with lots in increments of 25', and most have alley access.

- The second area is the R-2-A zone district in northwest Englewood. This area is typically platted with lots in increments of 30', and most do not have alley access. There are no MU-R-3-B zone districts in northwest Englewood with 30' lots, and most MU-R-3-B zones east of South Santa Fe Drive without alleys are existing multi-unit condo or apartment complexes.

The concerns in 2008 over negative impacts associated with front loaded garages and driveways were valid. However, it was an oversight to include the MU-R-3-B zone district in the 2008 UDC amendment that required a minimum lot width of 25' per unit for properties with alley access, and 30' per unit for properties without alley access. In order to correct the discrepancy between the MU-R-3-B minimum lot width required in UDC Table 16-6-1.1 and UDC Section 16-6-1.C.1 staff recommends the following amendments to the UDC.

- Add an exception in UDC Section 16-6-1.C.1.c.(1) and UDC Section 16-6-1.C.1.d.(1) for the MU-R-3-B zone district such that the minimum lot width requirements of 25' per unit for properties with alley access, and 30' per unit for properties without alley access do not apply. The minimum required lot widths for the MU-R-3-B zone district would default to "None" per UDC Table 16-6-1.1.

#### Discrepancy Related to the MU-R-3-C Zone District

In order to correct the discrepancy in the MU-R-3-C zone district between the minimum lot width required in UDC Table 16-6-1.1 and UDC Section 16-6-1.C.1, staff researched previous Commission and City Council meeting minutes and communications from 2012 when the Ordinance creating the MU-R-3-C zone district was originally passed. In researching the intended minimum lot width for multi-unit dwellings in the MU-R-3-C zone district when the Ordinance was originally adopted, the following was considered.

One of the objectives leading to the creation of the MU-R-3-C zone district in 2012 was to establish more flexible dimensional standards for side setbacks, floor area ratio, lot width, and lot area. In terms of lot width and lot area, the Planning and Zoning Commission conducted a study session on February 23, 2011 on the Medical District Sub-area 3 which eventually became the MU-R-3-C zone district. Minutes of the study session include a statement that the Commission is "Not in favor of adopting a Minimum Lineal Street Frontage; it is not appropriate for this sub-area." Subsequently, minutes of the March 6, 2012 Planning and Zoning Commission public hearing includes staff testimony that the proposed MU-R-3-C zone district would, "Remove land area per residential unit requirement in favor of regulating density through maximum height limit and minimum off-street parking standards". Those portions of the Planning and Zoning Commission minutes are highlighted and attached as Exhibit B.

Following the Planning and Zoning Commission public hearing, the proposed MU-R-3-C zone district was forwarded to City Council with a favorable recommendation for adoption. Subsequently, staff presented a Bill for an Ordinance to City Council to create the MU-R-3-C zone district and a public hearing was held on April 16, 2012. In the Council Communication for the public hearing, staff summarized the details of the dimensional standards for the proposed MU-R-3-C zone district which included, "Remove land area per

residential unit requirement in favor of regulating density through maximum height limit and minimum off-street parking standards". That portion of the Council Communication is highlighted and attached as Exhibit C. Following the City Council public hearing on April 16, 2012, Ordinance #23 of 2012 was approved on second reading, and the MU-R-3-C zone district was created.

Based on the Planning and Zoning Commission minutes and the subsequent Council Communication, it is clear that the intent of the MU-R-3-C Ordinance was to not have a minimum lot width for multi-unit dwellings. In order to correct the discrepancy between the minimum lot width required for the MU-R-3-C zone district in UDC Table 16-6-1.1 and UDC Section 16-6-1.C.1, staff recommends the following amendments to the UDC.

- In UDC Section 16-6-1.C.1, remove MU-R-3-C from the heading. The minimum required lot widths for the MU-R-3-C zone district would default to "None" per UDC Table 16-6-1.1.
- In UDC Section 16-6-3:F.3.b.(1)(b), correct the reference to Section 16-6-1.C.4 and replace it with a reference to Section 16-6-1.C.1. Remove MU-R-3-C from the sentence.

**PROPOSED AMENDMENTS:**

In order to correct the discrepancies between the minimum lot widths required for the MU-R-3-B and MU-R-3-C zone districts between UDC Table 16-6-1.1 and UDC Section 16-6-1.C.1, staff recommends the proposed UDC amendments that are attached as Exhibit D.

**SUMMARY:**

UDC section 16-6-1.C.1 was added as part of a UDC amendment in Ordinance #37 of 2008; and subsequently, the MU-R-3-C zone district was created by Ordinance #23 of 2012. Since then, it has come to the City's attention that errors were made that created discrepancies in the minimum lot widths required for the MU-R-3-B and MU-R-3-C zone districts between UDC Table 16-6-1.1 and UDC Section 16-6-1.C.1. After researching the intent of the 2008 Ordinance related to impacts of front loaded garages and the 2012 Ordinance that created the MU-R-3-C zone district, it is clear in both cases that the intent of the Ordinances was not to require a minimum lot width for multi-unit dwellings in the MU-R-3-B and MU-R-3-C zone districts. The proposed amendments to the UDC will correct the discrepancy between the two sections of the zoning code.

**ATTACHMENTS:** Exhibit A - D

**PLANNING AND ZONING COMMISSION MINUTES – February 23, 2011****III. STUDY SESSION****MEDICAL DISTRICT PHASE II**

Mr. Voboril briefly recapped the February 8<sup>th</sup> meeting discussion. City Council asked that parts of Sub-area 2 be down zoned to R-1 or R-2. A PowerPoint slideshow was discussed showing Stakeholder comments and concerns regarding land use. Visual Preference Survey display boards were reviewed.

## Commission Discussion Points:

- Recommended Removing from Sub-area 3 land uses:
  - ✓ Museum/Cultural as an allowed use
  - ✓ Overnight, in-patient hospital facility as an allowed use
  - ✓ Parking Structure and Surface Parking as allowed principal uses
- Recommended Retaining in Sub-area 3 land uses:
  - ✓ Out-patient clinic and medical laboratory as an allowed use
- Recommended Adding to Sub-area 3 land uses:
  - ✓ Massage Therapy as an allowed use
- In favor of lowering the height of buildings over limiting square footage. If square footage restrictions were put in place recommend a 35,000 square foot maximum.
- Recommended Maximum height limit of 40 feet.
- Recommended setbacks: 15 feet in the front, 20 feet in the back and 5 feet on both sides.
- Not in favor of adopting a Minimum Lineal Street Frontage; it is not appropriate for this sub-area.
- 37 ½ foot lot issue tabled for now; it will be looked at City wide.
- Minimum lot coverage to be researched. Scenarios to be brought to a future meeting.

**PLANNING AND ZONING COMMISSION MINUTES – March 6, 2012****PUBLIC HEARING****CASE #2012-02, Amendment of UDC to Establish MU-R-3-C Zone District**

Welker moved:

Fish seconded: TO OPEN CASE #2012-02

AYES: Roth, Welker, Fish, King, Brick, Kinton

NAYS: Bleile, Knoth

ABSTAIN: None

ABSENT: Harbaugh

Motion carried.

Mr. Voboril presented background information on the Englewood Downtown and Medical District Small Area Planning process to date.

Summary of MU-R-3-C Zone District:

- Remove Museum/Cultural as an allowed land use.
- Remove Overnight, In-patient Hospital Facility as an allowed land use.
- Remove Parking Structure and Surface parking as allowed ***principal*** land uses.
- Retain Out-patient Clinic as an allowed land use.
- Retain Medical Laboratory as an allowed land use.
- Add Massage Therapy as an allowed land use.
- Lower maximum height limit from 60 to 40 feet.
- Remove floor area ratio limitation.
- Institute a maximum office/medical facility building size of 30,000 SF, the same size as existing apartment buildings in Sub-area 3.
- Reduce side setbacks for office/medical and multi-unit residential from 15 to 5 feet.
- Remove driveway location requirement for multi-unit residential development.
- Remove land area per residential unit requirement in favor of regulating density through maximum height limit and minimum off-street parking standards.
- Reduce minimum lot size for office/medical development from 24,000 to 6,000 SF.

### **Public Testimony**

Testimony was taken from one citizen.

Welker moved:

Bleile seconded: TO CLOSE CASE #2012-02

AYES: Bleile, Roth, Welker, Knoth, Fish, King, Brick, Kinton

NAYS: None

ABSTAIN: None

ABSENT: Harbaugh

Motion carried.

A motion was made that failed for lack of a second.

King moved:

Welker Seconded: *CASE #2012-02, AMENDMENTS TO THE OFFICIAL ZONING MAP TO REZONE AN AREA OF THE CITY MU-R-3-C BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION FOR ADOPTION WITH THE FOLLOWING CORRECTIONS TO THE STAFF REPORT:*

1. *Page 4, #5 should read MU-R-3-C, not MU-R-3-B.*
2. *Page 4, #6 should read Section 16-6-1(C)(1), not Section 16-6-1(E)(1)*

Mr. Fish said he has reviewed the materials provided by Staff. There has been minimal public input other than to the process, but not to the substance of this motion. He stated he has reviewed the tables and finds the idea of an MU-R-3-C zone district compelling, but some of the proposed tables seem to be in conflict. The Commission did a lot of work to put together the MO-1 overlay for good reason and considering the intent of the third case tonight he is troubled by the removal of that.

Mr. Brick stated in Section 7 of Roadmap Englewood under Business Employment that in Goal 1, Objective 1.2 it states "Actively engage in attracting new businesses to the City". In Goal 5, Objective 5.1 it states "Encourage the development of mixed-use projects in order to achieve a vibrant community". Objective 5.2 states "Increases the value and appeal of Englewood's retail and industrial corridors in order to stimulate economic growth".

Mr. Welker stated even though the Planning and Zoning Commission did not specifically discuss MU-R-3-C this is a fitting classification for the use of the area that it is proposed. He stated he has no problem with changing the area zoned MO-1 to M-1 because of what M-1 allows.

Mr. Kinton finds that the designation of an MU-R-3-C zone district reasonable.

Mr. Roth stated he has concerns changing the MO-1 to M-1, however the area is small enough he doesn't believe there would be room to build a 145 foot building on that section of land.

Mr. King said this is another unique area but this area is also highly, densely populated with units and other uses and is very concentrated. It definitely needs to be set aside from the adjoining neighborhoods as the Commission has discussed many times in the past.

AYES: Bleile, Roth, Welker, Knoth, King, Brick, Kinton

NAYS: Fish

ABSTAIN: None

ABSENT: Harbaugh

Motion carried.

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION  
REGULAR MEETING  
CITY COUNCIL CHAMBERS  
November 18, 2014

▶  
I. CALL TO ORDER

The regular meeting of the City Planning and Zoning Commission was called to order at 7:00 p.m. in the City Council Chambers of the Englewood Civic Center, Chair Fish presiding.

Present: Fish, Bleile, Brick, Freemire, King, Kinton, Knoth, Roth

Absent: Townley (Excused), Madrid (Excused)

Staff: Alan White, Director, Community Development  
Chris Neubecker, Senior Planner  
Brook Bell, Planner II  
Nancy Reid, Assistant City Attorney

▶  
II. APPROVAL OF MINUTES  
November 4, 2014

Bleile moved;

Knoth seconded: TO APPROVE THE NOVEMBER 4, 2014, MINUTES

Chair Fish asked if there were any modifications or corrections. There were none.

AYES: Fish, Bleile, Brick, Kinton, Knoth, Roth  
NAYS: None  
ABSTAIN: Freemire, King  
ABSENT: Townley

Motion carried.

▶  
III. PUBLIC HEARING CASE #2014-06 MINIMUM LOT WIDTHS IN MU-R-3-B AND MU-R-3-C ZONE DISTRICTS

Bleile moved;

Freemire seconded: TO OPEN THE PUBLIC HEARING FOR CASE #2014-06 MINIMUM LOT WIDTHS IN MU-R-3-B AND MU-R-3-C ZONE DISTRICTS

AYES: Fish, Bleile, Brick, King, Kinton, Knoth, Roth  
NAYS: None

ABSTAIN: Freemire  
ABSENT: Townley

►  
Staff Report

Brook Bell, Planner II, was sworn in. Mr. Bell reviewed the history of the case and the discussion from the previous study session and public hearing. The proposed text amendment will correct a discrepancy in the UDC (Unified Development Code) that exists between table 16-6-1.1 and UDC Section 16-6-1-C. He presented Exhibit A illustrating the discrepancy. Staff recommends adding an exception to Section 16-6-1-C for the MU-R-3-B zone district such that minimum lot width requirements do not apply. The minimum lot width stated as "none" in the table will remain unchanged.

►  
The discrepancy related to MU-R-3-C is similar in that the table 16-6-1.1 and the text in Section 16-6-1-C.1 are contradictory. In order to correct the text, Mr. Bell proposes that the text be amended to reflect that there is no minimum lot width requirement in MU-R-3-C.

- In UDC Section 16-6-1 C.1, remove MU-R-3-C from the heading. The minimum required lot widths for the MU-R-3-C zone district would default to "None" per UDC Table 16-6-1.1.
- In UDC Section 16-6-3:F.3.b.(1)(b), correct the reference to Section 16-6-1.C.4 and replace it with a reference to Section 16-6-1.C.1. Remove MU-R-3-C from the sentence.

Public Testimony

►  
Jeremy Letkomiller, 2856 S. Lincoln Street, was sworn in. Mr. Letkomiller expressed concern regarding the increase in redevelopment in the city, particularly the multi-family units such as duplexes that are replacing single family homes. He feels that the density is going to be too high to be sustainable.

►  
Response

Mr. Bell explained that the amendment to the code will not affect residential densities that were previously established in table 16-6-1.1. He reviewed the requirements for the various zone districts in the city and the purpose of the hearing to correct the inconsistency between the table and the text in the UDC that resulted from an administrative error.

►  
Bleile moved;  
Knoth seconded: TO CLOSE THE PUBLIC HEARING FOR CASE #2014-06 MINIMUM LOT WIDTHS IN MU-R-3-B AND MU-R-3-C ZONE DISTRICTS

AYES: Fish, Bleile, Brick, Freemire, King, Kinton, Knoth, Roth  
NAYS: None

ABSTAIN: None  
ABSENT: Townley



Commissioner's Comments



Brick – The integrity of the neighborhoods will remain intact and the Commission has maintained the character of the neighborhoods that are affected by MU-R-3-B and MU-R-3-C.



King – These zone districts are historically higher density neighborhoods and agrees with Mr. Brick.



Knott moved;  
King seconded: TO APPROVE CASE #2014-06 MINIMUM LOT WIDTHS IN MU-R-3-B AND MU-R-3-C ZONE DISTRICTS AND FORWARD TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION

AYES: Fish, Bleile, Brick, Freemire, King, Kinton, Knott, Roth  
NAYS: None  
ABSTAIN: None  
ABSENT: Townley

Fish – Cleaning up the code is a good thing to do

Bleile – Agrees with Mr. Brick and is glad to receive public input. The intention of the zoning initially was to create higher density areas and he is in favor of the proposal as written.

Brick – Housekeeping issue that does not affect the zone area but will prevent circumvention of the code in the future. The correction serves to maintain the quality and character of the neighborhoods.

Motion passes.



IV. PUBLIC FORUM

There were no members of the public present who wished to comment.



V. ATTORNEY'S CHOICE

Assistant City Attorney Reid did not have any comment.



VI. STAFF'S CHOICE

Mr. Neubecker stated that the December 2<sup>nd</sup> meeting will be a holiday dinner for the Commission and staff, beginning at 6:00 p.m. and the study session topic will be work priorities for 2015.



VII. COMMISSIONER'S CHOICE

Freemire – The December 2<sup>nd</sup> meeting could be beneficial; the Commission has the opportunity to be visionary in shaping the future of the City. He encourages Staff to be creative and bring ideas to the Commission to enable a prospective plan of action.

Fish – Agrees with Mr. Freemire, would like to discuss the Comprehensive Plan. Mr. Neubecker responded that he will provide an update to the Commissioners on the progress of the projects and the December meeting is an opportunity to talk about ideas for the future.

Brick – Interested in having the Superintendent of Englewood Schools attend a meeting; Director White stated that it will probably be January or February. Mr. Brick feels that education is a key component of the Comprehensive Plan.

The meeting adjourned at 7:40 p.m.

/s/ Julie Bailey, Recording Secretary

## CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #2014-06 )  
AMENDMENTS TO THE MINIMUM )  
LOT WIDTH REGULATIONS IN MU-R-3-C )  
AND MU-R-3-B ZONE DISTRICTS )  
FINDINGS OF FACT, )  
CONCLUSIONS AND )  
RECOMMENDATIONS RELATING ) FINDINGS OF FACT AND  
TO THE UNIFIED DEVELOPMENT CODE ) CONCLUSIONS OF THE  
 ) CITY PLANNING AND  
 ) ZONING COMMISSION  
INITIATED BY: )  
Community Development Department )  
1000 Englewood Parkway )  
Englewood, CO 80110 )

Commission Members Present: Fish, Bleile, Brick, Freemire, King, Kinton, Knoth, Roth

Commission Members Absent: Townley

This matter was heard before the City Planning and Zoning Commission on November 4, 2014, and on November 18, 2014, in the City Council Chambers of the Englewood Civic Center.

Testimony was received from staff. The Commission received notice of Public Hearing, the Staff Report, and a copy of the proposed amendments to Title 16 Unified Development Code which were incorporated into and made a part of the record of the Public Hearing.

After considering the statements of the witness and reviewing the pertinent documents, the members of the City Planning and Zoning Commission made the following Findings and Conclusions.

### FINDINGS OF FACT

1. **THAT** the Public Hearing on the Unified Development Code (UDC) Title 16 Chapter 6 Development Standards, was brought before the Planning and Zoning Commission by the Department of Community Development, a department of the City of Englewood.
2. **THAT** notice of the Public Hearing was published in the Englewood Herald on October 24, 2014, and on November 7, 2014. Notice of the Public Hearing was on the City of Englewood website from October 10, 2014 to October 21, 2014 and from November 6, 2014 to November 18, 2014.
3. **THAT** the Staff report was made part of the record.

4. **THAT** testimony was received from the public at the Public Hearing held on November 18, 2014.
5. **THAT** a discrepancy exists in the UDC between the code text 16-6-1-C.1 and 16-6-3:F.3.b. (1)(b) and table 16-6-1.1 Summary of Dimensional Requirements for Principal Structures.
6. **THAT** it was an oversight to include the MU-R-3-B zone district in the 2008 UDC amendment that required a minimum lot width of 25 feet per unit for properties with alley access, and 30 feet per unit for properties without alley access.
7. **THAT** adding an exception to the code text for zone district MU-R-3- B will clarify the minimum lot width requirements and create consistency between the code text and table 16-6-1.1 Summary of Dimensional Requirements for Principal Structures.

### **CONCLUSIONS**

1. **THAT** the proposed corrections to the Unified Development Code will result in consistency in the code text and the corresponding table 16-6-1.1 Summary of Dimensional Requirements for Principal Structures.
2. **THAT** the zoning regulations for zone districts MU-R-3-B and MU-R-3-C is intended to encourage higher density development.
3. **THAT** the original 2012 Ordinance creating the MU-R-3-C zone district was not intended to impose a minimum lot width for multi-unit dwellings.
4. **THAT** removing MU-R-3-C from the heading of UDC Section 16-6-1.C. will clarify the minimum lot width requirements and create consistency between the code text and table 16-6-1.1 Summary of Dimensional Requirements for Principal Structures.
5. **THAT** the proposed amendment serves to maintain the quality and the character of the neighborhoods in the City of Englewood.
6. **THAT** the proposed changes are in conformance with Roadmap Englewood: 2003 Englewood Comprehensive Plan by supporting Redevelopment, Revitalization and Reinvention.

### **DECISION**

**THEREFORE**, it is the decision of the City Planning and Zoning Commission that Case #2014-06 Minimum Lot Width in the MU-R-3-B and MU-R-3-C Zone Districts text amendments should be referred to the City Council with a favorable recommendation.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on November 18, 2014, by Knoth, seconded by King, which motion states:

*TO APPROVE CASE #2014-06 AMENDMENTS TO TITLE 16: UNIFIED DEVELOPMENT CODE RELATED TO MINIMUM LOT WIDTHS IN MU-R-3-B AND MU-R-3-C ZONE DISTRICTS AS WRITTEN BE FORWARDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.*

AYES: Bleile, Brick, Fish, Freemire, King, Kinton, Knoth, Roth  
NAYS: None  
ABSTAIN: None  
ABSENT: Townley

Motion carried.

These Findings and Conclusions are effective as of the meeting on November 18, 2014.

**BY ORDER OF THE CITY PLANNING & ZONING COMMISSION**

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Ron Fish, Chair

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 71  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AMENDING TITLE 16, CHAPTER 6, SECTIONS 1 AND 3, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO MINIMUM LOT WIDTHS FOR MULTI-UNIT DWELLINGS IN THE MU-R-3-B AND MU-R-3-C ZONE DISTRICTS.

WHEREAS, errors were made related to the minimum lot widths for multi-unit dwellings when Section 16-6-1(C)(1), was added as part of a UDC amendment in Ordinance No. 37, Series of 2008; and

WHEREAS, the errors are discrepancies between UDC Table 16-6-1.1: *Summary of Dimensional Requirements*, and UDC Section 16-6-1(C)(1) *Multi-Unit Development Standards* for the MU-R-3-B and MU-R-3-C zone districts; and

WHEREAS, there was no minimum lot width required for a multi-unit dwelling in Table 16-6-1.1; and

WHEREAS, Section 16-6-1(C)(1) requires a minimum lot width of “twenty-five feet (25’) per unit for properties with alley access”, and “thirty feet (30’) per unit” for properties with out alley access which is a direct conflict with Table 16-6-1.1 EMC; and

WHEREAS, the intent of the 2008 Ordinance related to impacts of front loaded garages makes it clear that the intent of the Ordinance was to not require a minimum lot width for multi-unit dwellings in the MU-R-3-B and MU-R-3-C zone districts; and

WHEREAS, this proposed ordinance will amend the UDC and correct the discrepancy between these two sections of the Zoning Code.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 1 entitled *Dimensional Requirements* of the Englewood Municipal Code 2000, to read as follows:

**16-6: DEVELOPMENT STANDARDS.**

**16-6-1: Dimensional Requirements**

EDITORS NOTE: Title 16-6-1 (A) and (B) , contain no changes and are therefore not included here.

C. *Additional Dimensional and Development Standards.*

1. *Multi-Unit Development Standards in R-2-A, R-2-B, MU-R-3-A and MU-R-3-B ~~and~~ MU-R-3-C Districts.*
  - a. *Applicability.* The following standards apply to all multi-unit dwellings constructed or converted after the effective date of this Section.
  - b. Multi-unit dwellings existing on the effective Date of this Section and which as of that date are not in compliance with standards established by this Section, shall not be considered nonconforming due solely to the dwelling's noncompliance with the standards of this Section. Such dwellings are "grandfathered," and shall be considered legal, conforming structures for the purposes of sale and development under this Title.
  - c. *Property having rear alley access.*
    - (1) Minimum lot width shall be twenty-five feet (25') feet per unit except in the MU-R-3-B District the minimum lot width shall be per Table 16-6-1.1 EMC.
    - (2) Driveway access from the public street shall be prohibited, except for:
      - (a) Corner lots where garage, carport or parking pad may be accessed from the side street.
      - (b) Dwellings with four (4) or more units may have one driveway accessing the street.
    - (3) Parking pads within the front yard or front setback shall be prohibited.
  - d. *Property without rear alley access.*
    - (1) Minimum lot width shall be thirty feet (30') per unit; except in the MU-R-3-B District the minimum lot width shall be per Table 16-6-1.1 EMC.
    - (2) Garages, carports and parking pads shall be off-set behind the front building line of each unit by a minimum of five feet (5').
    - (3) Minimum separation between driveways or parking pads of attached units shall be twenty feet (20').
    - (4) Maximum driveway and/or parking pad width within front yard or front setback shall be ten feet (10') per unit.
    - (5) The maximum garage door width on the front facade of the structure shall be 9 feet per unit.

- (6) A parking pad may be located in the front yard or front setback only when a garage or carport is not provided.
- (7) An opaque fence or wall shall be provided between driveways or parking pads on adjacent properties.
- (8) Units that provide attached garages behind the rear building line of the principal structure may reduce the principal structure's rear setback to ten feet (10').
- (9) It is recognized that because of the wide variety of multi-unit development options, the City Manager or designee may on a case-by-case basis consider minor deviations to d (2) through (7) above, whenever such deviations are more likely to satisfy the intent of this subsection.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 2, Chapter 16, Section 3, Subsection F, entitled *Streets and Vehicle Access and Circulation* of the Englewood Municipal Code 2000, to read as follows:

**16-6-3: Streets and Vehicle Access and Circulation.**

EDITORS NOTE: Title 16-6-3 (A) through (E), contain no changes and are therefore not included here.

**F. *Vehicle Access and Circulation.***

- 1. *Access to Public Roads.* All new lots shall have direct or indirect access to a dedicated public street, through one (1) or more access points approved by the City. In addition to direct access to a dedicated public street, access may be provided through private streets or through alleys.
  - a. No back-out driveways from any type of use shall be permitted onto an arterial street.
  - b. No back-out driveways or back-out parking spaces from multi-unit residential on sites with alley access, commercial, or industrial uses shall be permitted onto a public street. This requirement shall not prohibit back-out driveways or parking spaces onto an alley.
- 2. *Traffic Impact Analysis.* A traffic impact analysis (TIA) shall be required with applications for development review and approval when trip generation during any peak hour is expected to exceed one hundred (100) vehicles, based on traffic generation estimates when trip generation during any peak hour is expected to exceed one hundred (100) vehicles, based on traffic generation estimates of the Institute of Transportation Engineers' Generation Manual (or any successor publication). The City may also require a TIA for:
  - a. Any project that proposes access to a street with level of service (LOS) "D" or below;

- b. Any application for a rezoning;
  - c. Any case where the previous TIA for the property is more than two (2) years old;
  - d. Any case where increased land use intensity will result in a fifteen percent (15%) or greater increase in traffic generation; and
  - e. Any case in which the traffic engineer determines that a TIA should be required because of other traffic concerns that may be affected by the proposed development.
  - f. When access points are not defined or a Zoning Site Plan is not available at the time the TIA is prepared, additional studies may be required when a Zoning Site Plan becomes available or the access points are defined.
3. *New Intersections and Curb-Cuts.*
- a. *General Rules.* The number of intersections and curb-cuts on streets and highways shall be minimized consistent with the basic needs of ingress and egress. Intersections and curb-cuts shall be designed to provide the greatest safety for both pedestrians and motorists.
  - b. *Driveways, Residential.*
    - (1) *One-Unit and Multi-Unit Dwellings Containing Up to Three (3) Units.*
      - (a) The width of any driveway leading from the public street to a one-unit dwelling, or multi-unit dwelling containing up to three (3) units shall not exceed twenty feet (20') at its intersection with the street.
      - (b) See also Section ~~16-6-1C.4~~ 16-6-1(C)(1) EMC, "Multi-Unit Development Standards in R-2-A, R-2-B, MU-R-3-A, and MU-R-3-B, ~~and MU-R-3-C~~ Districts," for additional driveway standards that apply to multi-unit dwellings on properties with or without alley access.
      - (c) See also Section 16-6-10.B. EMC, "Residential Design Standards and Guidelines," for additional driveway standards that apply to new residential development, including substantial expansions or alterations of existing dwellings, in the R-1, R-2, and R-3 zone districts.
    - (2) *Multi-Unit Dwellings Containing Four (4) or More Units.*
      - (a) The width of any entrance driveway to a multi-unit dwelling containing four (4) or more units shall not exceed twenty-five feet (25') at its intersection with the street, unless the applicant can demonstrate that additional width is required to adequately accommodate anticipated driveway volumes.

- (b) In new multi-unit developments not located within MU-R-3-C, M-1, M-2 and M-O-2 districts containing ten (10) or more units, vehicular access shall be spaced no closer than twenty-five feet (25') to any adjacent property line. However, the City may reduce this setback requirement to permit a single vehicular access point that can serve two (2) adjacent properties or where compliance with these requirements would deny vehicular access to a property.
- c. *Driveways, Nonresidential.* The location and size of driveways leading from the public street to a nonresidential or mixed-use building is subject to the following conditions:
  - (1) No portion of any driveway shall be closer than forty feet (40') to the curb line of an intersecting street, or closer than ten feet (10') from a fire hydrant, catch basin, or end of curb radius at corners.
  - (2) In new non-residential developments not located within MU-R-3-C, M-1, M-2, and M-O-2 districts, vehicular access shall be spaced no closer than twenty-five feet (25') to any adjacent property line. However, the City may reduce this setback requirement to permit a single vehicular access point that can serve two (2) adjacent properties or where compliance with these requirements would deny vehicular access to a property.
  - (3) Only one (1) access per street frontage shall be permitted, unless a Zoning Site Plan or traffic impact analysis shows, and the City agrees, that additional access points are required to adequately accommodate driveway volumes and that additional access will not be detrimental to traffic flow.
  - (4) The width of any entrance driveway shall not exceed thirty feet (30') measured along its intersection with the property line.

Section 3. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 15<sup>th</sup> day of December, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 19th day of December, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 17th day of December, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 15th day of December, 2014.

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Date:</b> December 15, 2014	<b>Agenda Item:</b>  11 c i	<b>Subject:</b> A Resolution Approving the Waiver of the Building Permit Fees, the Plan Review Fees, the Single Family Drainage Inspection Fees, the Minor Subdivision Fee and the Fee in Lieu of Park Land Dedication for Habitat for Humanity of Metro Denver
<b>Initiated By:</b> Community Development Department		<b>Staff Source:</b> Harold J. Stitt, Senior Planner

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

On June 18, 2007, Council approved Resolution No. 50, Series of 2007, waiving building permit fees associated with the development of 2079 West Vassar Avenue into eight paired single family homes.

On January 22, 2008, Council approved Resolution No. 5, Series of 2008, waiving building permit fees and the fee in lieu of park land dedication associated with the development of 2310 West Harvard Avenue into eight paired single family homes.

On April 21, 2014 Council approved Resolution No. 41, Series of 2014, waiving Building Permit Fees, the Plan Review Fees, the Single Family Drainage Inspection Fees, the Minor Subdivision Fee and the Fee in Lieu of Park Land Dedication associated with the development of 2153-55 West Baltic Place into two paired single family homes.

### RECOMMENDED ACTION

Staff recommends approving a resolution waiving the building permit fees, the plan review fees, the single family drainage inspection fees, the minor subdivision fee and the fee in lieu of park land dedication associated with the development 2323 West Harvard Avenue into four paired single family homes.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Habitat for Humanity of Metro Denver (HFHMD), a non-profit corporation, is a home ownership program that offers a constructive means for families to break the cycle of poverty. HFHMD builds and renovates single family detached homes, single family paired homes and townhomes anywhere in the Denver metropolitan area.

The development of this property by HFHMD is anticipated to begin in early 2015 with completion in late summer/early fall 2015. HFHMD's proposed project consists of subdividing the existing lot at 2323 West Harvard Avenue into four buildable lots that are in compliance with the current R-2-A zoning. Attached single family homes will be built on the lots creating four new homes and will be sold to qualified low-income families. 2323-25 West Harvard Avenue will be developed with two three-bedroom, 1 bath units (1170 square feet each.) 2327-29 West Harvard Avenue will be developed with two two-bedroom, one bath units (970 square feet each.)

City staff is not involved with the development or the execution of this project except for the required subdivision, development, and permitting reviews normally done for any development project. Other than foregoing the identified fees, no other monetary support is being provided by the City to HFHMD for this project. A Resolution is required to waive any city fees.

## **FINANCIAL IMPACT**

If Council approves, the City of Englewood will waive the building permit fees, the plan review fees, the single family drainage inspection fees, the minor subdivision fee and the fee in lieu of park land dedication as its contribution to the project. Based on the estimated square footage of the four housing units and the size of the lot being redeveloped, the estimated total value of the fees being waived would be \$11,000.

## **LIST OF ATTACHMENTS**

Habitat for Humanity of Metro Denver Fee Waiver Request  
Proposed Resolution



# Habitat for Humanity® of Metro Denver

[www.habitatmetrodenver.org](http://www.habitatmetrodenver.org)

## Main Office

3245 Eliot St  
Denver, CO 80211  
303-534-2929  
Fax: 303-534-2727  
Construction Hotline:  
303-380-1188

## Habitat Home Improvement Outlets

Denver  
70 Rio Grande Blvd  
Denver, CO 80223  
303-722-5863  
Fax: 303-871-9900

Wheat Ridge  
(I-70 and Ward Rd.)  
10625 West I-70 Frontage Road  
Wheat Ridge, CO 80033  
303-421-5300  
Fax: 303-421-5301



December 1, 2014

Mayor Randy Penn and Members of City Council  
City of Englewood  
Civic Center  
1000 Englewood Parkway  
Englewood, CO 80110

Dear Mayor Penn and City Council Members:

Habitat for Humanity of Metro Denver, Inc. (HFHMD) is excited about our newest project in the City of Englewood. HFHMD has acquired a vacant lot at **2323 W. Harvard Ave.** upon which we plan to build two new, energy-efficient **duplex homes** for 4 hard-working and deserving families.

HFHMD has enjoyed success in developing similar projects within the City of Englewood. In 2012, we built a duplex in the 3900 block of South Lincoln St., and in 2011 HFHMD built 4 duplex homes on the 2200 block of West Harvard and West Hillside Avenues. The recently completed duplex constructed on W. Baltic has added to our growing group of Habitat families who are proud to call Englewood home!

Habitat has taken great care to design a duplex that blends with the character of the Southlawn Gardens neighborhood. In the immediate vicinity of our parcel there currently exist a variety of single and two story duplex homes alongside numerous single-family detached units.

Habitat currently owns the vacant lot at 2323 W. Harvard Ave and will submit construction documents shortly for review and approval by the City. We anticipate that we may obtain approvals and commence site development as soon as January of 2015, completing construction and sale of the homes by August 2015.

The total project budget for this duplex is \$642,000. HFHMD has secured home sponsorships totaling \$205,000 that will help pay for vertical construction of the duplex, and are seeking \$80,000 in federal HOME funding support through Arapahoe County to support infrastructure development. The balance of funding for the project will come from Habitat's Fund for Humanity (mortgage payments that get recycled into new projects) and additional fundraising efforts.

To help HFHMD bridge the gap in project funding, we are asking the City's assistance by **waiving the development fees** for this duplex:

- Minor Subdivision Fee
- Building Permit Fee
- Plan review Fee
- Single Family Drainage Inspection Fee
- Park Fee in-lieu of public land dedication

In addition to reducing the cost of the project (which helps us keep it affordable), the City's support will greatly assist us in leveraging other funds for the project. Local support is often key for potential funders to see.

As with all Habitat homes, the buyers will purchase the homes with a zero-interest loan at terms that cap monthly housing payments (Principal, Taxes and Insurance) at 30% of the family's gross monthly income. The funds generated by the principal payments go back into building more homes for other low-income families in need of decent, affordable housing.

HFHMD sees this project as another terrific opportunity to partner with the City of Englewood on a quality infill project. We appreciate your consideration of this request for support.

Amly Magee  
House Design Developer

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION AUTHORIZING THE EXEMPTION OF THE HABITAT FOR HUMANITY OF METRO-DENVER (HFHMD) FROM BUILDING PERMIT FEES, PLAN REVIEW FEES, SINGLE FAMILY DRAINAGE INSPECTION FEES, THE MINOR SUBDIVISION FEE AND THE FEE IN LIEU OF PARK LAND DEDICATION ASSOCIATED WITH THE DEVELOPMENT OF FOUR PAIRED SINGLE FAMILY HOMES LOCATED AT 2323-2329 WEST HARVARD AVENUE.

WHEREAS, the Habitat For Humanity of Metro Denver (HFHMD), a non-profit corporation submitted a grant application to Arapahoe County to develop property located at 2323-2329 West Harvard Avenue; and

WHEREAS, the HFHMD has requested the City to waive Building Permit Fees, Plan Review Fees, Single Family Drainage Inspection Fees, the Minor Subdivision Fee and the fee in lieu of Park Land dedication associated with this development.

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes an exemption of the Habitat for Humanity of Metro Denver from the building permit fees, Plan Review Fees, Single Family Drainage Inspection Fees, the Minor Subdivision Fee and the fee in lieu of park land dedication associated with the development of four paired single family homes located at 2323-2329 West Harvard Avenue.

ADOPTED AND APPROVED this 15<sup>th</sup> day of December, 2014.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

RESOLUTION NO. \_\_\_\_\_  
 SERIES OF 2014

A RESOLUTION SPECIFYING AID TO OTHER AGENCIES FOR 2015 BY THE CITY OF  
 ENGLEWOOD, COLORADO.

WHEREAS, Council has determined that it is more beneficial and cost effective to provide services, it could otherwise provide to the public, through the non-profit agencies listed below; and

WHEREAS, Council used an open and competitive process to make difficult decisions with limited funding; and

WHEREAS, City Council of the City of Englewood, Colorado discussed the appropriations for aid to other agencies for the year 2015 at the Study Session on October 13, 2014.

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

Section 1. The following designations are hereby made to the appropriations in the 2015 Budget of the City of Englewood, Colorado for aid to other agencies;

SOURCE OF FUNDS:

Total 2015 Budget for Aid to other Agencies	\$20,000
General Fund from Departmental Budgets for In-Kind Services	\$ 9,903

DESIGNATIONS FOR USE:

<u>AGENCY</u>	<u>PAYMENT</u>	<u>MAXIMUM IN-KIND</u>	<u>TOTAL</u>
Metropolitan Mayors and Commissioners Youth Award	\$ 200		\$ 200
Arapahoe Philharmonic	\$ 100		\$ 100
Arapahoe Santa Claus Shop	\$ 200		\$ 200
Brothers Redevelopment	\$ 100		\$ 100
Cornerstone Food Bank	\$ 1,000		\$ 1,000
Doctor's Care	\$ 200		\$ 200
Englewood Cultural Arts Center Asso. Center Association	\$ 300		\$ 300
EHS After Prom	\$	\$ 3,128	\$ 3,128
EHS Homecoming Parade	\$	\$ 1,500	\$ 1,500
Freedom Service Dogs		\$ 600	\$ 600
Gateway Battered Women's Shelter	\$ 1,000		\$ 1,000
Greater Englewood Chamber		\$4,000	\$ 4,000
Holy Cow Food Bank – Mosaic	\$ 1,000		\$ 1,000
Inter-Faith Task Force	\$ 7,500		\$ 7,500
Meals on Wheels	\$ 3,000		\$ 3,000
Pirates Youth Sports	\$ 1,000		\$ 1,000
Rocky Mtn. RR Heritage Foundation		\$ 675	\$ 675
Special Olympics Program	\$ 500		\$ 500

Up Close and Musical	\$ 1,500		\$ 1,500
<u>Discretionary</u>	<u>\$ 2,400</u>		<u>\$ 2,400</u>
Total	\$20,000	\$9,903	\$29,903

ADOPTED AND APPROVED this 15th day of December, 2014.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk