

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 Nov. 2, 2015.
  - b. City Council Recognition and Swearing In.
    - i. The Mayor will ask the City Clerk to announce the status of the election.
    - ii. City Council will make a determination of the election and qualifications of its membership.
    - iii. Comments and recognition of families and/or guests by the departing members of City Council.
    - iv. The newly-elected/re-elected City Council Members will be sworn in by the Honorable Judge Vincent Atencio.
    - v. Brief Reception.
    - vi. Members of City Council are seated (in temporary spaces) and the Mayor Pro Tem asks the City Clerk to call the roll of City Council Members. The Mayor Pro Tem will then declare whether a quorum is present.
    - vii. The Mayor Pro Tem calls for nominations for Mayor.
    - viii. The Mayor assumes the Chair and calls for nominations for Mayor Pro Tem.
    - ix. Permanent seating assignments are selected by seniority.
    - x. Recognition of families and/or guests of the newly-elected/re-elected Members of City Council.
6. Recognition of Scheduled Public Comment. The deadline to sign up to speak for Scheduled Public Comment is Wednesday, prior to the meeting, through the City Manager's Office. Only those who meet

the deadline can speak in this section. (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. Doug Cohn, Englewood resident, will address Council regarding historic preservation.

7. Recognition of Unscheduled Public Comment. Speakers must sign up for Unscheduled Public Comment at the beginning of the meeting. (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.

9. Consent Agenda Items

a. Approval of Ordinances on First Reading.

b. Approval of Ordinances on Second Reading.

- i. Council Bill 56 - An Intergovernmental Agreement (IGA) with the Arapahoe County Department of Human Services (DHS) to provide for a cooperative working relationship between law enforcement and child protection agencies in Arapahoe County to protect endangered children. **Staff: Deputy Chief Jeff Sanchez**

c. Resolutions and Motions.

10. Public Hearing Items.

- a. A Public Hearing concerning the appeal of case 2015-09 4635 S. Pearl Street – Urban Lot Development. **Staff: Planner II Brook Bell**

11. Ordinances, Resolutions and Motions.

a. Approval of Ordinances on First Reading.

- i. Council Bill 59 - Community Development Department recommends Council approve a bill for an ordinance approving a six-month extension on the marijuana social club moratorium. **Staff: Interim Community Development Director Michael Flaherty**

b. Approval of Ordinances on Second Reading.

- i. Council Bill 57 - A new Official Corporate City Seal, by adding the recently approved logo. **Staff: City Clerk Lou Ellis**

c. Resolutions and Motions.

- i. City Manager's Office recommends Council approve a resolution approving the extension of the agreement with the Humane Society of South Platte Valley for continuation of animal sheltering services. **Staff: Deputy City Manager Michael Flaherty**

12. General Discussion.

- a. Mayor's Choice.
- b. Council Members' Choice.
  - i. A resolution authorizing funding for local non-profits in 2016.
  - ii. Council Bill 58 – Amending, on second reading, Title 6, Chapter 1, Section 8, of the Englewood Municipal Code 2000 adopting smoking prohibitions, state standards, further defining public buildings and unifying the definition of tobacco throughout the code.
  - iii. A resolution increasing the City Manager's salary by 3% and a one-time \$3,000 bonus.

13. City Manager's Report.

14. City Attorney's Report.

- a. Appointing Martin Semple as Special Counsel under Section 67 of the Home Rule Charter to advise City Council concerning matters subject to Section 67.

15. Adjournment.

**ENGLEWOOD CITY COUNCIL  
ENGLEWOOD, ARAPAHOE COUNTY, COLORADO**

**Regular Session  
November 2, 2015**

A permanent set of these minutes and the audio are maintained in the City Clerk's Office.  
Minutes and streaming audios are also available on the web at:  
<http://www.englewoodgov.org/inside-city-hall/city-council/agendas-and-minutes>

**1. Call to Order**

The regular meeting of the Englewood City Council was called to order by Mayor Penn at 7:32 p.m.

**2. Invocation**

The invocation was given by Council Member McCaslin.

**3. Pledge of Allegiance**

The Pledge of Allegiance was led by Council Member McCaslin.

**4. Roll Call**

Present: Council Members Jefferson, Olson, McCaslin, Wilson, Yates, Penn  
Absent: Council Member Gillit

A quorum was present.

Also present: City Manager Keck  
City Attorney Brotzman  
Deputy City Manager Flaherty  
Assistant City Manager Robinson  
City Clerk Ellis  
Deputy City Clerk Carlile  
Deputy Chief Sanchez  
Director Becker, Finance and Administrative Services  
Director Stowe, Littleton/Englewood Wastewater Treatment Plant  
Planner II Voboril, Community Development  
Police Chief Collins  
Police Commander Condreay  
Technical Support Specialist Ramirez

**5. Consideration of Minutes of Previous Session**

(a) **COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER WILSON SECONDED, TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 19, 2015.**

**Vote results:**

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson  
Nays: None  
Absent: Council Member Gillit

Motion carried.

**6. Recognition of Scheduled Public Comment**

- (a) Glen Cary addressed Council regarding a piece of artwork in front of the Civic Center.

**7. Recognition of Unscheduled Public Comment**

(a) Steven Ward, an Englewood resident, complimented Council on their swift response to a citizen's request regarding the Oxford light rail station. He also wanted to compliment the Englewood Police Department for a recent response in his neighborhood.

(b) Doug Cohn, an Englewood resident, wanted to share more historical facts regarding General Iron Works.

(c) Elaine Hults, an Englewood resident, wanted to express her concern regarding marijuana smoking clubs and clean air restrictions.

Council responded to Public Comment.

**8. Communications, Proclamations and Appointments**

(a) Deputy Chief Sanchez and Community Relations Specialist Toni Arnoldy presented the Englewood Police Citizens' Academy Graduates: Sharol Bettencourt, Kris Clay, Jacque Cornish, David Goddard, Angie Harpster, Hale Jarratt, Brett Kotal, Christine McGroarty, Michael Messenger, Erin Monroe, Kenneth Ohmstede, Peter Sendroy, Marilyn Watson, Bruce Werner and Christian Workman.

**9. Consent Agenda**

**COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER JEFFERSON SECONDED, TO APPROVE CONSENT AGENDA ITEMS 9 (a) (i) AND 9 (b) (i).**

- (a) Approval of Ordinances on First Reading

- (i) COUNCIL BILL NO. 56, INTRODUCED BY COUNCIL MEMBER OLSON

A BILL FOR AN ORDINANCE AUTHORIZING A MEMORANDUM OF UNDERSTANDING 2015 - 2019 BETWEEN ARAPAHOE COUNTY DEPARTMENT OF HUMAN SERVICES DIVISION OF CHILDREN, YOUTH AND FAMILY SERVICES AND ARAPAHOE COUNTY SHERIFF'S OFFICE, ARAPAHOE COMMUNITY COLLEGE CAMPUS POLICE DEPARTMENT, AURORA POLICE DEPARTMENT, TOWN OF BOW MAR POLICE DEPARTMENT, CHERRY HILLS VILLAGE POLICE DEPARTMENT, GLENDALE POLICE DEPARTMENT, COLUMBINE VALLEY POLICE DEPARTMENT, GREENWOOD VILLAGE POLICE DEPARTMENT, LITTLETON POLICE DEPARTMENT, SHERIDAN POLICE DEPARTMENT AND THE ENGLEWOOD POLICE DEPARTMENT TO PROVIDE A COOPERATIVE WORKING RELATIONSHIP BETWEEN LAW ENFORCEMENT AND CHILD PROTECTION AGENCIES IN ARAPAHOE COUNTY TO PROTECT ENDANGERED CHILDREN.

- (b) Approval of Ordinances on Second Reading

(i) ORDINANCE NO. 50, SERIES OF 2015 (COUNCIL BILL NO. 54, INTRODUCED BY COUNCIL MEMBER GILLIT)

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) ENTITLED "COLORADO'S WATER/WASTEWATER AGENCY RESPONSE NETWORK (CoWARN) MUTUAL AID AND ASSISTANCE AGREEMENT" BETWEEN MUNICIPAL UTILITIES DEPARTMENTS TO HELP MEMBER UTILITIES DEPARTMENTS DURING EMERGENCIES.

**Vote results:**

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson  
Nays: None

Absent: Council Member Gillit

Motion carried.

(c) Resolutions and Motions

There were no resolutions or motions submitted for approval. (See Agenda Item 11 (c).)

#### 10. Public Hearing Items

No public hearing was scheduled before Council.

#### 11. Ordinances, Resolutions and Motions

(a) Approval of Ordinances on First Reading

(i) City Clerk Ellis presented a recommendation from the City Clerk's Office to adopt a bill for an ordinance for a new Official Corporate City Seal, by adding the recently approved logo.

**COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER WILSON SECONDED, TO APPROVE AGENDA ITEM 11 (a) (i) - COUNCIL BILL NO. 57.**

COUNCIL BILL NO. 57, INTRODUCED BY COUNCIL MEMBER OLSON

A BILL FOR AN ORDINANCE AMENDING TITLE 1, CHAPTER 9, SECTIONS 2 AND 3, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO THE OFFICIAL CORPORATE CITY SEAL.

**Vote results:**

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Olson

Nays: Council Member Jefferson

Absent: Council Member Gillit

Motion carried.

(b) Approval of Ordinances on Second Reading

(i) Council Bill 55 - adding a new section (5-30) to the Englewood Municipal Code 2000 pertaining to hotel and motel services - licensing was considered.

**COUNCIL MEMBER McCASLIN MOVED, AND COUNCIL MEMBER WILSON SECONDED, TO APPROVE CONSENT AGENDA ITEMS 11 (b) (i).**

ORDINANCE NO. 51, SERIES OF 2015 (COUNCIL BILL NO. 55, INTRODUCED BY COUNCIL MEMBER McCASLIN)

AN ORDINANCE APPROVING A NEW CHAPTER 30 OF TITLE 5, BUSINESS AND LICENSE REGULATIONS, FOR THE LICENSING AND REGULATION OF HOTEL AND MOTEL SERVICES WITHIN THE CITY OF ENGLEWOOD.

**Vote results:**

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson

Nays: None

Absent: Council Member Gillit

Motion carried.

(c) Resolutions and Motions

(i) Planner II Voboril presented a recommendation from the Community Development Department to approve a resolution adopting the Englewood Walk and Wheel Master Plan and Program as a supplementary City plan document in support of *Roadmap Englewood: The 2003 Englewood Comprehensive Plan*, and *Englewood Forward: the 2016 Englewood Comprehensive Plan*.

**COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER WILSON SECONDED, TO APPROVE CONSENT AGENDA ITEMS 11 (c) (i).**

RESOLUTION NO. 97, SERIES OF 2015

A RESOLUTION APPROVING THE ADOPTION OF THE "ENGLEWOOD WALK & WHEEL MASTER PLAN" AS A SUPPORTING DOCUMENT TO ROADMAP ENGLEWOOD: THE 2003 ENGLEWOOD COMPREHENSIVE PLAN AND ENGLEWOOD FORWARD: THE 2016 ENGLEWOOD COMPREHENSIVE PLAN".

**Vote results:**

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson  
Nays: None  
Absent: Council Member Gillit

Motion carried.

**12. General Discussion**

(a) Mayor's Choice

(i) Announcement of Special Meeting on November 9, 2015

Mayor Penn announced Council will open the public meeting in the Community Room on November 9, 2015. After announcing the topic(s) to be discussed (the City Manager's Annual Review) under the specific paragraph(s) of C.R.S. 24-6-402-4, a vote of Council will be taken. If 2/3 of the quorum present votes affirmatively, attendance shall be limited to the members of City Council and Council may invite other persons as may be required for advice and information. City Council and invited persons will move to the City Council Conference Room. No formal vote will be taken on any matter under discussion.

(b) Council Members' Choice

(i) Council Bill 58 –a bill for an ordinance amending Title 6, Chapter 1, Section 8, of the Englewood Municipal Code 2000 adopting smoking prohibitions, state standards, further defining public buildings and unifying the definition of tobacco throughout the code was considered.

**COUNCIL MEMBER WILSON MOVED, AND MAYOR PENN SECONDED, TO APPROVE COUNCIL BILL NO. 58.**

COUNCIL BILL NO. 58, INTRODUCED BY COUNCIL MEMBER WILSON

A BILL FOR AN ORDINANCE AMENDING TITLE 6, CHAPTER 1, SECTION 8, OF THE ENGLEWOOD MUNICIPAL CODE 2000 ADOPTING SMOKING PROHIBITIONS, STATE STANDARDS, FURTHER DEFINING PUBLIC BUILDINGS AND UNIFYING THE DEFINITION OF TOBACCO THROUGHOUT THE CODE.

**Vote results:**

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson  
Nays: None  
Absent: Council Member Gillit

Motion carried.

(ii) The establishment of a hearing date on the appeal of case 2015-09 4635 S. Pearl St. Urban Lot Development was considered.

**COUNCIL MEMBER JEFFERSON MOVED, AND COUNCIL MEMBER YATES SECONDED, TO SET THE HEARING DATE FOR NOVEMBER 16, 2015 ON THE APPEAL OF CASE 2015-09 4635 S. PEARL ST. URBAN LOT DEVELOPMENT.**

**Vote results:**

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson

Nays: None

Absent: Council Member Gillit

Motion carried.

**13. City Manager's Report**

City Manager Keck did not have any matters to bring before Council.

**14. City Attorney's Report**

(a) City Attorney Brotzman presented a request from Community Development to pursue collection under the terms of a promissory note – Adam Baltrunas, 4756 S. Acoma.

**COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER McCASLIN SECONDED, TO PURSUE COLLECTION UNDER THE TERMS OF A PROMISSORY NOTE – ADAM BALTRUNAS, 4756 S. ACOMA.**

**Vote results:**

Ayes: Council Members Yates, McCaslin, Wilson, Penn, Jefferson, Olson

Nays: None

Absent: Council Member Gillit

Motion carried.

**15. Adjournment**

**MAYOR PENN MOVED TO ADJOURN.** The meeting adjourned at 8:26 p.m.

/s/ Loucrishia A. Ellis  
City Clerk

## COUNCIL COMMUNICATION

<b>Meeting Date:</b> November 16, 2015	<b>Agenda Item:</b> 9bi	<b>Subject:</b> Arapahoe County DHS – Endangered Children Cooperative Agreement IGA- 2 <sup>nd</sup> Reading
<b>Initiated By:</b> Police Department	<b>Staff Source:</b> Commander Tim Englert	

### PREVIOUS COUNCIL ACTION

N/A

### RECOMMENDED ACTION

The Police Department is recommending that City Council adopt, on second reading, a bill for an ordinance which will authorize the Chief of Police to sign an Intergovernmental Agreement (IGA) with the Arapahoe County Department of Human Services (DHS) to provide for a cooperative working relationship between law enforcement and child protection agencies in Arapahoe County to protect endangered children.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The purpose of this agreement is provide a cooperative working relationship between law enforcement and child protection agencies in Arapahoe County to protect endangered children.

Colorado Revised Statute requires incidents of known or suspected child abuse or neglect be reported to Human Services or the local law enforcement agency.

Referrals and cooperation between law enforcement agencies and Human Services are necessary to ensure prompt action, protection of the child, and actions as required by law.

State law requires Arapahoe County DHS to enter into cooperative agreements with local law enforcement agencies to coordinate the duties of each agency in connection with the investigation of all child abuse or neglect cases.

### FINANCIAL IMPACT

There are no monetary or funding impacts associated with this IGA.

### LIST OF ATTACHMENTS

Arapahoe County DHS - MOU Cooperative Agreement

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015

COUNCIL BILL NO. 56  
INTRODUCED BY COUNCIL  
MEMBER OLSON

AN ORDINANCE AUTHORIZING A MEMORANDUM OF UNDERSTANDING 2015 – 2019 BETWEEN ARAPAHOE COUNTY DEPARTMENT OF HUMAN SERVICES DIVISION OF CHILDREN, YOUTH AND FAMILY SERVICES AND ARAPAHOE COUNTY SHERIFF'S OFFICE, ARAPAHOE COMMUNITY COLLEGE CAMPUS POLICE DEPARTMENT, AURORA POLICE DEPARTMENT, TOWN OF BOW MAR POLICE DEPARTMENT, CHERRY HILLS VILLAGE POLICE DEPARTMENT, GLENDALE POLICE DEPARTMENT, COLUMBINE VALLEY POLICE DEPARTMENT, GREENWOOD VILLAGE POLICE DEPARTMENT, LITTLETON POLICE DEPARTMENT, SHERIDAN POLICE DEPARTMENT AND THE ENGLEWOOD POLICE DEPARTMENT TO PROVIDE A COOPERATIVE WORKING RELATIONSHIP BETWEEN LAW ENFORCEMENT AND CHILD PROTECTION AGENCIES IN ARAPAHOE COUNTY TO PROTECT ENDANGERED CHILDREN.

WHEREAS, Colorado Revised Statute §19-3-304 and §19-3-307 require that incidents of known or suspected child abuse or neglect be reported to the Human Services or local law enforcement agency; and requires incidents of known or suspected child abuse or neglect be reported to Human Services or the local law enforcement agency; and

WHEREAS, abuse and neglect are community problems requiring cooperation and complementary responses by law enforcement and child protection agencies to protect endangered children; and

WHEREAS, referrals and cooperation between law enforcement agencies and Human Services are necessary to assure prompt action, protection of the child; and

WHEREAS, Colorado Revised Statute §19-3-308(5.5) declares that the Colorado legislature intends that County Department of Human Services enter into cooperative agreements with law enforcement agencies to coordinate the duties of each agency in connection with the investigation of all child abuse or neglect cases; and

WHEREAS, the passage of this Ordinance authorizes an Memorandum of Understanding 2015-2019 between Arapahoe County Department of Human Services Division of Children, Youth and Family Services and Arapahoe County Sheriff's Office, Aurora Police Department, Town of Bow Mar Police Department, Cherry Hills Village Police Department, Glendale Police Department, Columbine Valley Police Department, Greenwood Village Police Department, Littleton Police Department, Sheridan Police Department and the Englewood Police Department to provide a cooperative working relationship between law enforcement and child protection agencies in Arapahoe County to protect endangered children to coordinate the duties of each agency in connection with the investigation of all child abuse or neglect cases.

NOW, THEREFORE, BE IT ORDAINED 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 a Memorandum of Understanding 2015-2019 between Arapahoe County Department of Human Services Division of Children, Youth and Family Services and Arapahoe County Sheriff's Office, Aurora Police Department, Town of Bow Mar Police Department, Cherry Hills Village Police Department, Glendale Police Department, Columbine Valley Police Department, Greenwood Village Police Department, Littleton Police Department, Sheridan Police Department and the Englewood Police Department to provide a cooperative working relationship between law enforcement and child protection agencies in Arapahoe County to protect endangered children to coordinate the duties of each agency in connection with the investigation of all child abuse or neglect cases, attached hereto as Exhibit A.

Section 2. The Chief of Police of the City of Englewood is hereby authorized to sign said Memorandum of Understanding 2015-2019 for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 2nd day of November, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5<sup>th</sup> day of November, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 4<sup>th</sup> day of November, 2015 for thirty (30) days.

Read by title and passed on final reading on the 16th day of November, 2015.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2015, on the day of 19th, 2015.

Published by title on the City's official website beginning on the 18<sup>th</sup> day of November, 2015 for thirty (30) days.

\_\_\_\_\_  
, Mayor

ATTEST:

\_\_\_\_\_  
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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2015.

\_\_\_\_\_  
Loucrishia A. Ellis

**MEMORANDUM OF UNDERSTANDING  
2015-2019**

**COOPERATIVE AGREEMENT**

**BETWEEN**

**ARAPAHOE COUNTY DEPARTMENT OF HUMAN SERVICES  
DIVISION OF CHILDREN, YOUTH AND FAMILY SERVICES**

**AND**

**ARAPAHOE COUNTY SHERIFF'S OFFICE  
ARAPAHOE COMMUNITY COLLEGE CAMPUS POLICE DEPARTMENT  
AURORA POLICE DEPARTMENT  
TOWN OF BOW MAR POLICE DEPARTMENT  
CHERRY HILLS VILLAGE POLICE DEPARTMENT  
ENGLEWOOD POLICE DEPARTMENT  
GLENDALE POLICE DEPARTMENT  
COLUMBINE VALLEY POLICE DEPARTMENT  
GREENWOOD VILLAGE POLICE DEPARTMENT  
LITTLETON POLICE DEPARTMENT  
SHERIDAN POLICE DEPARTMENT**

THIS AGREEMENT, is entered into this 1<sup>st</sup> day of July, 2015, by and between the Arapahoe County Department of Human Services Division of Children, Youth and Family Services, hereinafter referred to as "Human Services" and Arapahoe County Sheriff's Office, Arapahoe Community College Campus Police Department, Aurora Police Department, Town of Bow Mar Police Department, Cherry Hills Police Department, Englewood Police Department, Glendale Police Department, Columbine Valley Police Department, Greenwood Village Police Department, Littleton Police Department and Sheridan Police Department, hereinafter collectively referred to as "Law Enforcement Agencies". The Human Services and Law Enforcement Agencies constitute "the Parties" as referenced hereinafter in this agreement.

**WHEREAS**, abuse and neglect are community problems requiring cooperation and complementary responses by law enforcement and child protection agencies to protect endangered children; and

**WHEREAS**, C.R.S §19-3-304 and §19-3-307 require that incidents of known or suspected child abuse or neglect be reported to the Human Services or local Law Enforcement Agency; and

**WHEREAS**, referrals and cooperation between Law Enforcement Agency and Human Services are necessary to assure prompt action, protection of the child, and actions as required by law; and

**WHEREAS**, C.R.S. §19-3-308(5.5) declares that the State legislature intends that county departments of human services enter into cooperative agreements with law enforcement agencies

to coordinate the duties of each agency in connection with the investigation of all child abuse or neglect cases.

**NOW, THEREFORE**, the parties herein agree as follows:

**I. RESPONSIBILITIES OF HUMAN SERVICES AND LAW ENFORCEMENT AGENCIES**

A. Human Services will notify the appropriate Law Enforcement Agency of reports of known or suspected child abuse or neglect, and provide copies of the report to the respective Law Enforcement Agencies, as required by C.R.S. §19-3-307(3).

B. Law Enforcement Agencies will notify Child Protection Services of the Arapahoe County Department of Human Services of any report of known or suspected intrafamilial child abuse or neglect received by such Law Enforcement Agencies. Such notice will be provided even where the Law Enforcement Agency will be the only entity conducting an investigation.

C. If the incident involves the death of a child, Law Enforcement Agencies shall notify Human Services immediately regardless of the cause of death.

D. Once each appropriate Law Enforcement Agency and Child Protection Services of Human Services have been notified of a particular case of known or suspected child abuse or neglect, the methods of investigation and the priority of the case shall be mutually determined on a case-by-case basis. Joint investigations shall be conducted to the extent possible and deemed appropriate. Human Services shall coordinate the investigations of all incidents of known or suspected intrafamilial child abuse/neglect and institutional abuse/neglect.

E. Cases deemed appropriate for joint investigation between Child Protection Services "CPS" of Human Services and the Law Enforcement Agency shall include, but are not limited to, the following:

1. Death of a child;
2. Physical abuse or the risk thereof;
3. Familial and quasi-familial sexual abuse (by parents, guardian, stepparent, boyfriend, girlfriend, and other persons who reside in the child's home);
4. Environmental neglect;
5. Possibility of need for placement or protective custody;
6. Suspected danger to caseworkers/investigators from threatening, belligerent adults;
7. Nonfamilial sexual abuse when alleged perpetrator has children under 18 or there are protective issues for suspected victims;
8. When it appears that the suspected perpetrator may flee;
9. When parent refuses access to the children by CPS or refuses medical examination of the children;

10. Physical or sexual abuse and/or neglect in such institutional settings such as a foster home, group home, day care home, residential child care facility or institution;
11. Conditions suggesting the need for an arrest or the issuance of a summons and complaint;
12. Drug exposed infants;
13. Any case in which, in the presence of a child, or on the premise where a child is found, or where a child resides, a controlled substance, is manufactured or attempted to be manufactured; *or*,
14. Any known or suspected child abuse/neglect or a crime has occurred as a result.

F. Cases deemed appropriate for investigation solely by Child Protection Services of Human Services shall include, but are not limited to, the following:

1. Mild physical abuse;
2. Fetal Alcohol Syndrome;
3. Medical neglect (failure to provide medically indicated treatment to disabled children with life threatening conditions);
4. Third party abuse or neglect when alleged perpetrator under age 10;
5. Educational neglect;*or*,
6. Emotional abuse.

G. Cases deemed appropriate for investigations solely by law enforcement shall include, but are not limited to, the following:

1. Third party abuse or neglect when alleged perpetrator is over the age 10. Third party includes, but is not limited to babysitters, nannies, teachers, school personnel, neighbors, etc.

H. Law Enforcement Agencies shall promptly provide Human Services with all written reports of third party investigations.

I. The undersigned agencies agree to adopt specific procedures and protocol for the purpose of implementing the terms of this cooperative agreement, i.e. coordinate with school districts if necessary.

J. Human Services shall be responsible for ensuring that all parents and families from whom children are removed under court order or by Law Enforcement Agency personnel are provided with a copy of *The Notice of Rights and Remedies* (attached) at the time of the child's removal.

K. Human Services and Law Enforcement Agencies understand the need to share information, records and reports when investigating known or suspected incidents of child abuse or neglect.

L. This Agreement shall be effective from July 1, 2015 and shall expire on June 30, 2019. The Parties will renew this Agreement every four years. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

Human Services will modify or amend the Agreement as needed to ensure compliance with revisions made to Section 7.601.2A during the current contract term. Human Services will provide the Colorado Department of Human Services with a copy of the signed cooperative agreement with Law Enforcement Agencies within thirty (30) days of signature.

## II. USE OF CONFIDENTIAL INFORMATION

A. The Law Enforcement Agency acknowledges and agrees that the Law Enforcement Agency shall not at any time, during or after the term of this Agreement with the County, purposely access, use, reveal or disclose Patient Health Information ("PHI") to any persons outside of the Law Enforcement Agency, or the Law Enforcement Agency's employees, except as may be required in the course of providing the services under the terms of this Agreement, or as required by federal, state or local law.

B. The Law Enforcement Agency shall take reasonable steps to insure that the employees of the Law Enforcement Agency comply with the provisions of this Section II, and the various Federal and State laws regulating the disclosure of PHI.

C. This PHI is subject to protection under state and federal law, including the Health Insurance and Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"). The Law Enforcement Agency specifically agrees to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA and the Regulations. The attached HIPAA Business Associate Addendum and Attachment A are both incorporated herein and made a part of this agreement.

## III. MISCELLANEOUS

A. Responsibility for Liability: Each party agrees to be responsible for all liability, losses, damages, claims, or causes of action, and related expenses, (including determinations related to utilization review), which result from its acts or omissions, and those of its directors, employees or agents or representatives arising from their duties and obligations under this contract.

B. Governmental Immunity. All activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement, and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions.

C. No Waiver Under CGIA. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S. ("CGIA") as same may be amended

from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. If any waiver by the Law Enforcement Agency results in a waiver of protections afforded to the County, the Law Enforcement Agency, to the extent allowed by law, shall indemnify and hold harmless the County for such actions. If any waiver by the County results in a waiver of the protections afforded to the Law Enforcement Agency, the County shall, to the extent allowed by law, indemnify and hold harmless the Law Enforcement Agency for such actions.

D. Background Checks. The Law Enforcement Agency  shall  shall not conduct, or cause to be conducted, criminal background checks of at least a seven year period on all of its employees, agents or subcontractors who may, while performing work under this Agreement, come into contact with persons receiving services by or from the County. If the Law Enforcement Agency is required to conduct, or cause to be conducted, background checks pursuant to this paragraph, any of the Law Enforcement Agency's employees, agents or subcontractors with a record indicating felony violations, questionable character or possible security risk shall not be placed in any work activity under this Agreement that may result in contact with persons receiving services by or from the County.

E. Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.

F. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

G. Survival. The rights and obligations of the parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement.

H. Notices. Any notice to be given hereunder by any party to another party may be effected in writing by personal delivery, or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by an overnight delivery service shall be addressed to the parties at the addresses appearing following their signatures below, but either party may change its address by written notice in accordance with this paragraph.

I. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State.

J. Good Faith. The parties agree to work together in good faith in performing their obligations hereunder.

Q. Counterparts. This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties have caused this Cooperative Agreement Memorandum of Understanding to be executed by its duly authorized representative as of July 1, 2015.

**SIGNED BY:**

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Director Cheryl Ternes  
Arapahoe County Department of Human Services  
14980 E. Alameda Drive  
Aurora, CO 80012

Date

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Sheriff David C. Walcher  
Arapahoe County Sheriff's Office  
13101 Broncos Parkway  
Centennial, CO 80112

Date

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Chief Joseph Morris  
Arapahoe Community College Campus Police Department  
5900 S. Santa Fe Drive M2600  
Littleton, CO 80120

Date

---

Chief Nick Metz  
Aurora Police Department  
15001 E. Alameda Pkwy  
Aurora, CO 80012

Date

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Chief Bret Cottrell  
Town of Bow Mar Police Department  
2 South Middlefield Road  
Columbine Valley, CO 80123

Date

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Chief Michelle Tovrea  
Cherry Hills Village Police Department  
2450 E. Quincy Avenue  
Cherry Hills Village, CO 80113

Date

---

Chief Brett Cottrell  
Columbine Valley Police Department  
2 South Middlefield Road  
Columbine Valley, CO 80123

Date

---

Chief John Collins  
Englewood Police Department  
3615 South Elati Street  
Englewood, CO 80110

Date

---

Chief W.J. Haskins  
Glendale Police Department  
950 South Birch Street  
Glendale, CO 80246

Date

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Chief John Jackson  
Greenwood Village Police Department  
6060 South Quebec Street  
Greenwood Village, CO 80111

Date

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Chief Doug Stephens  
Littleton Police Department  
2255 West Berry Avenue  
Littleton, CO 80120

Date

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Chief Mark Campbell  
Sheridan Police Department  
4101 South Federal Blvd.  
Sheridan, CO 80110

Date

## HIPAA BUSINESS ASSOCIATE ADDENDUM

The parties to this Business Associate Addendum are the County (hereinafter referred to as the "County", "Covered Entity" or "CE") and the Contractor (hereinafter referred to as the "Contractor" or "Associate"). This Addendum takes effect along with the Agreement or at the time of the compliance date of the Privacy Rule as defined below, whichever first occurs (the "Addendum Effective Date").

### RECITALS

- A. Associate entered into the Agreement with CE and, as a contractor for CE, has access to certain information, some of which may constitute Protected Health Information ("PHI") as defined below.
- B. CE wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute PHI.
- C. As a contractor with access to PHI, Associate is subject to obligations with respect to PHI under HIPAA in the same manner as CE.
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 3120d-8 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services (the "Privacy Rule") and other applicable laws, as amended.
- C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

- a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Addendum, the Privacy Rule shall control. Where the provisions of this Addendum differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Addendum shall control.

- b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the

individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

c. “Protected Information” shall mean PHI provided by CE to Associate or created or received by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Addendum does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under and as permitted by the terms of this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Addendum; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to notify Associate within two business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards to prevent the use or disclosure of Protected Information otherwise than as permitted by this Addendum. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Addendum within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under this Addendum, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain appropriate sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524.

g. Amendment of PHI. Within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of the receipt of the request.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by, 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F.R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's

authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. **Governmental Access to Records.** Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall also provide concurrently to CE a copy of any Protected Information that Associate provides to the Secretary.

j. **Minimum Necessary.** Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. **Retention of Protected Information.** Except as provided in Section 4(e) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Addendum and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. **Notification of Breach.** During the term of this Addendum, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Audits, Inspection and Enforcement.** Within ten business (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve

Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under this Addendum.

o. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to this Addendum, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

p. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### 3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Addendum, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) Any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) To the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. First Transit shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

### 4. Termination.

a. Without Cause. Either of the parties shall have the right to terminate this Addendum by giving the other party 30 days notice. If notice is given, the Addendum will terminate at the end of 30 days, and the liabilities of the parties hereunder for further

performance of the terms of the Addendum shall thereupon cease, but the parties shall not be released from duty to perform up to the date of termination.

b. Material Breach. In addition to any other provisions in the Agreement regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Agreement and this Addendum and shall provide grounds for immediate termination of the Agreement and this Addendum by CE pursuant to the provisions of the this Addendum and the Agreement covering termination for cause, if any. If the Agreement contains no express provisions regarding termination for cause, the following terms and conditions shall apply: 1) Default. If Associate refuses or fails to timely perform any of the provisions of this Addendum or the Agreement, CE may notify Assocaite in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Addendum and the Agreement. Associate shall continue performance of this Addendum and the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere, (2) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Assocaite's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Addendum and the Agreement had been terminated for convenience.

c. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Addendum pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate this Addendum, if feasible or (ii) if termination of this Addendum is not feasible, CE shall report Associate's breach or violation to the Secretary of the U.S. Department of Health and Human Services.

d. Judicial or Administrative Proceedings. Either party may terminate this Addendum, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

e. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Addendum, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making

return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. **Injunctive Relief.** CE shall have the right to injunctive and other equitable and legal relief against Associate in the event of any use or disclosure of Protected Information in violation of this Agreement or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, CE may seek injunctive relief if: (1) CE will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that CE has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on the merits; and (6) that CE shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

6. **No Waiver of Immunity.** No term or condition of this Addendum shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. **Limitation of Liability.** Any limitation of Associate's liability in the Agreement shall be inapplicable to the terms and conditions of this Addendum.

8. **Disclaimer.** CE makes no warranty or representation that compliance by Associate with this Addendum, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. **Certification.** To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. **Amendment.**

a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the Final HIPAA Security regulations

at 68 Fed. Reg. 8334 (Feb. 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate the Addendum upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Addendum when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy of PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. Together, the Agreement and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Agreement supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 7(d) ("Effect of Termination") and Section 14 ("No Third Party Beneficiaries") shall survive termination of this Addendum and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

15. Representatives and Notice.

a. Representatives. For the purpose of this Addendum, the individuals listed below are hereby designated as the parties' respective representatives. Either party may from time to

time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses as set forth in paragraph 6 of Exhibit A of the Agreement.

16. Availability of Funds. Payment pursuant to this Addendum, if in any part federally funded, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. If any of said federal funds become unavailable, as determined by the CE, either party may immediately terminate or seek to amend this Addendum.

17. Audits. In addition to any other audit rights in this Addendum, Associate shall permit CE and any authorized federal agency to monitor and audit records and activities which are or have been undertaken pursuant to this Addendum.

18. No Assignment. Except as otherwise provided, the duties and obligations of Associate shall not be assigned, delegated or subcontracted except with the express prior written consent of CE. Any subcontractors or agents used by BA to perform any services in connection with this Addendum shall be subject to the requirements of this Addendum.

**[Remainder of page intentionally left blank.]**

## ATTACHMENT A

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum between the County/Covered Entity and the Associate/Contractor ("Addendum"). This Attachment may be amended from time to time as provided in Section 12(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: None except as otherwise directed in writing through the County or the State.
2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: None except as otherwise directed in writing through the County or the State.
3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under the Addendum: None.
4. Receipt. Associate's receipt of Protected Information pursuant to the Addendum shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Associate's receipt of PHI pursuant to the Agreement or Addendum shall be deemed to occur and their obligations shall commence with respect to such PHI received upon the effective date of the Addendum.
5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: The County is a Business Associate of other covered entities and, pursuant to such obligations of those Covered Entities, the County shall comply with restrictions on the use and disclosure of PHI as may be directed in writing by the State.
6. Additional Terms. *[This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]*  
None

[Remainder of page intentionally left blank.]

## COUNCIL COMMUNICATION

<b>Meeting Date:</b> November 16, 2015	<b>Agenda Item:</b> 10a	<b>Subject:</b> Public Hearing on the Appeal of Case 2015-09 4635 South Pearl Street – Urban Lot Development
<b>Initiated By:</b> Community Development Department	<b>Staff Source:</b> Brook Bell, Planner II	

### PREVIOUS COUNCIL ACTION

Council unanimously approved Ordinance 45, Series of 2014 on September 2, 2014, which amended the City's Unified Development Code pertaining to the allowable dimensions of residential lots and established the Urban Lot designation Ordinance 45, Series of 2014 is attached as Exhibit A.

### RECOMMENDED ACTION

The Community Development Department recommends that City Council consider testimony during Public Hearing on the appeal of Case 2015-09 4635 South Pearl Street – Urban Lot Development; and that City Council uphold the Planning and Zoning Commission's decision to approve the proposed development at 4635 South Pearl Street.

### BACKGROUND

Council Ordinance 45, Series of 2014 (Exhibit A), included amendments that established Urban Lot development standards which accomplished the following three objectives.

1. **Urban Lots** - The code revisions regulate smaller residential lots (defined as "Urban Lots") that contain or contained a one-unit dwelling existing on or before February 23, 2004, and have 25 ft. or more of Lot Width, but less than the zone district minimum Lot Width, and with 3000 sq. ft. or more of Lot Area. These Urban Lots are no longer considered nonconforming and now have appropriate development standards codified in the Unified Development Code (UDC). This amendment provides approximately 215 residential properties a high degree of certainty for the purposes of appraisal, sale, additions, redevelopment, etc.
2. **Vacant Urban Lots** - The code revisions established a process for the possible development of Vacant Urban Lots that legally existed on or before February 23, 2004, and have 25 ft. or more of Lot Width, but less than the zone district minimum Lot Width, and with 3000 sq. ft. or more of Lot Area. Development of these Vacant Urban Lots is possible if approved by the Planning and Zoning Commission at a public hearing. Any appeals to the Planning and Zoning Commission's decision go to City Council. The appeal currently before City Council is one of these Vacant Urban

Lots. Overall, there are approximately 15 properties in the City that meet this size criteria.

- 3. Urban Lots less than 25' Wide** - The code revisions established a process for regulating Urban Lots with less than 25 ft. of Lot Width or less than 3,000 sq. ft. of Lot Area. These lots may be vacant or could have an existing dwelling unit on the property. Additions, redevelopment, or development of these properties is possible if approved by the Planning and Zoning Commission at a public hearing. Any appeals to the Planning and Zoning Commission's decision go to City Council. There are approximately 45 properties in this category, although 31 of the properties are unlikely to see any redevelopment activity since they are attached townhomes.

Since Council approved the Urban Lot code revisions in 2014, two Urban Lot cases have come before the Planning and Zoning Commission, each with the required Public Hearing.

1. The first case was an irregularly shaped property with approximately 1,680 square feet of lot area. The property owner proposed an addition and pop-top to the existing 388 square foot house that would result in total square footage of 815 square feet. The proposed addition would encroach approximately 14 feet into the 25 foot front setback and 12 feet into the 15 foot rear setback. The proposed site plan and elevations complied with all the other dimensional requirements for a one-unit dwelling on an Urban Lot.

The Planning and Zoning Commission voted 7-0 to approve the addition and pop-top on the property. The project is currently under construction.

2. The second Urban Lot case, for a proposed development at 4635 South Pearl Street, came before the Planning and Zoning Commission on September 22, 2015 and the required public hearing was held. The Planning and Zoning Commission voted 8-1 to approve the proposed development of the Urban Lot. The Planning and Zoning Commission staff report (Exhibit B), original application materials (Exhibit C), minutes (Exhibit D), and findings of fact (Exhibit E) are attached.

On October 21<sup>st</sup> and 22<sup>nd</sup>, 2015, the City received written correspondence from three parties appealing the Planning and Zoning Commission's decision. The three appeals are by:

- Katie Coons – 4655 South Pearl Street
- Cynthia Brown – 4633 South Pearl Street
- Jeremy and Cassandra Letkomiller (on behalf of Cynthia Brown) – 2856 South Lincoln Street

The written appeals from the three parties are attached as Exhibits F, G, and H.

## **APPEAL PROCESS**

For Nonconforming Lots, UDC section 16-9-4:A.3. states:

Any appeal from the Planning and Zoning Commission's decision shall be to City Council as a de novo review. Such appeal shall be filed no more than thirty (30) days from the date of the Planning and Zoning Commission's final decision.

For Appeals, UDC section 16-2-18:C. states:

Appeals from Commission. Any person aggrieved by any decision made by the Commission pursuant to the provisions of this Title may appeal the decision to the Council, unless this Title specifies that the appeal shall be to another body. Such appeal shall be filed within thirty (30) days from the date of receipt of such final decision in the manner provided by the Rules of Procedure adopted by the Council. The Council shall, at its next regular meeting, schedule a public hearing on the appeal, after which it shall approve, modify, or reverse the Commission's actions and shall remand the matter to the Commission for further proceedings consistent with Council's decision. Such appeals shall be reviewed by the Council pursuant to the same criteria used by the Commission in making the decision being appealed. The decision of the Council shall be in writing, and a copy of the written decision shall be given to the appellant.

## **ANALYSIS FROM PLANNING AND ZONING COMMISSION CASE 2015-09 - 4635 SOUTH PEARL STREET – URBAN LOT DEVELOPMENT**

### Request

The applicant is requesting approval to construct a One-Unit Dwelling on an Urban Lot.

### Property Zoning and Location

The property is zoned R-1-C, Single Unit Residential District (Small Lot Size). Properties to the north, south, east, and west are also zoned R-1-C.

### Department Review

The proposed plans were distributed to six City Departments and Divisions for review; there were no objections to the proposed development.

### Process for Vacant Urban Lots

The subject property is 3,125 square feet in area and has 25 feet of lot frontage along South Pearl Street. Per UDC Table 16-6-1.1: Summary of Dimensional Requirements for Principal Structures, this property qualifies as an Urban Lot in the R-1-C zone district.

UDC Table 16-6-1.1 provides dimensional requirements for Urban Lots of record that at one time contained or currently contain a One-Unit Dwelling on or before the Effective Date of this Title. However, vacant Urban Lots that do not meet this definition may follow the same process for development as Nonconforming Lots. Nonconforming Lots require a public hearing before the Planning and Zoning Commission. Appeals of

Planning and Zoning Commission decisions on Nonconforming Lots are heard by City Council at a public hearing.

### History

It does not appear that the subject property has ever contained a dwelling unit. The subject property is part of the South Broadway Height Subdivision which was platted in 1889 and predates the establishment of the City of Englewood by 14 years. The first zoning ordinance enacted in Englewood was in 1940. Under this Ordinance the subject property and surrounding area was zoned R-1.

The R-1 district regulations in the 1940 Ordinance specified a minimum lot area of 6,000 square feet but did not require a minimum lot frontage. The 1940 Ordinance did permit the development of lots smaller than 6,000 square feet, as long as the lot was in separate ownership prior to enactment of the 1940 zoning Ordinance. It is unclear when the subject property originally came into separate ownership; however, it is clear by a 1952 Quit Claim Deed that the subject property was in separate ownership at least as far back as 1952.

The City revised the zoning Ordinance in 1955, 1963, 1985, and 2004; these revisions (to varying degrees) did not permit the development of a lot in the R-1-C zone district with less than 4,500 square feet of lot area and 37 lineal feet of lot width. In 2013 it became apparent that a number of smaller residential properties were not regulated in terms of Development Standards and associated Dimensional Requirements. Any lot not meeting the minimal dimensional standards was treated as a non-conforming lot. Council was made aware of some instances in the prior 2-3 years where an owner couldn't sell or refinance a house because of the non-conforming lot status. This issue prompted code revisions intended to address this concern for a majority of non-conforming lots in the City.

The issue was addressed in 2014, when the Planning and Zoning Commission and City Council enacted amendments to the UDC that permitted the development of Urban Lots with a minimum of 3000 square feet of lot area and a minimum of 25 feet of lot width. The code revisions also contained provisions for development of nonconforming lots with less than 3000 square feet of lot area and 25 feet of lot width.

### Criteria

Per UDC Section 16-9-4: Nonconforming Lots. A nonconforming lot may be used only for a use permitted in the zone district in which the lot is located. The Planning and Zoning Commission may waive or modify lot coverage, lot area, bulk plane, height, setback, lot width or other requirements for any nonconforming lot if it finds that the proposed development meets the criteria listed below:

- a. *The lot cannot otherwise be used for any purpose permitted within the zone district applicable to the property; and*

The only permitted use for a 3,125 square foot lot in an R-1-C zone district is a one-unit dwelling on an Urban Lot. The subject property cannot be used for any other

principal or accessory uses listed in Table 16-5-1.1: Table of Allowed Uses. The applicant is requesting approval to construct a one-unit dwelling per the attached drawings.

- b. *The waiver, or modification, if granted, is necessary to afford relief with the least modification possible of the development or dimensional standards otherwise applicable to the property and;*

The proposed one-unit dwelling would not encroach into the required setbacks for an Urban Lot. The proposed house would have approximately 1,660 square feet of habitable space and a one car attached garage. The proposed site plan complies with the minimum lot area, maximum permitted lot coverage, minimum lot width, maximum height, minimum setbacks, and bulk plane requirements for an Urban Lot in the R-1-C zone district.

- c. *The proposed development is consistent with the spirit and intent of the Comprehensive Plan; and*

The proposed one-unit dwelling is consistent with the Housing Goals and Objectives listed in the *Roadmap Englewood: 2003 Englewood Comprehensive Plan*, specifically:

- Objective 1-2: Encourage housing that serves different life-cycle stages including housing for singles, couples, small and large families, empty nesters, and the elderly.
- Objective 1-3: Encourage housing investments that improve the housing mix, including both smaller and larger unit sizes, and a wider range of housing types, including single-family, duplex, townhome, and condominium units.
- Objective 2-1: Encourage home ownership, property improvement, and house additions.

- d. *The lot coverage, bulk plane, height, setbacks and massing of the proposed development will not vary substantially from the surrounding properties or alter the essential character of the neighborhood; and*

As mentioned previously, the proposed site plan and elevations (attached in Exhibit C) comply with the lot area, lot coverage, lot width, height, setback, and bulk plane requirements for the zone district. A comparison of the dimensional requirements for an Urban Lot in R-1-C Zone District and the proposed plans for 4635 South Pearl Street is detailed in the table below.

<b>Dimensional Requirement</b>	<b>Requirements for Urban Lot in R-1-C Zone District</b>	<b>Proposed Site Plan for 4635 South Pearl Street</b>
Minimum Lot Area	3,000 Sq. Ft.	3,125 Sq. Ft.
Maximum Lot Coverage	40%	32%
Minimum Lot Width	25'	25'
Maximum Height	32'	29'
Minimum Front Setback	25'	27'

Minimum Side Setbacks	3'	3'
Minimum Rear Setback	20'	44'
Minimum Landscape Area	40%	45%

In terms of building mass, the proposed living area of the 2 story house will be a total of 1,660 square feet. The homes to the north and south of the subject property have floor areas of approximately 1,325 square feet and 1,548 square feet respectively. The home to the north is a one-story, while the home to the south is a split-level two-story. The proposed development will not alter the essential character of the neighborhood. The proposed home will improve what is currently a vacant lot in the neighborhood.

- e. *The proposed development is compatible with the established development patterns and intent of the zone district.*

The established development patterns for the neighborhood include pre and postwar wood frame and brick single family homes on a traditional city grid. Most homes have sloping roofs and the architectural styles are varied. The proposed one-unit dwelling is compatible with the established development patterns and intent of the zone district.

**SUMMARY:**

The applicant is requesting approval to construct a one-unit dwelling on an Urban Lot. Staff recommends that the Council uphold the Planning and Zoning Commission’s decision to approve the request based upon the following:

- The only permitted use for a 3,125 square foot lot in an R-1-C zone district is a one-unit dwelling on an Urban Lot.
- The proposed house has a footprint of approximately 985 square feet and is two stories with a total of approximately 1,660 square feet of habitable space.
- The proposed house is consistent with the Housing Goals and Objectives listed in the *Roadmap Englewood: 2003 Englewood Comprehensive Plan*.
- The proposed site plan and elevations comply with the lot area, lot coverage, lot width, height, setback, and bulk plane requirements for an Urban Lot in the R-1-C zone district.
- The proposed one-unit dwelling will improve what is currently a vacant lot in the neighborhood and is compatible with the established development patterns and intent of the zone district.

The written appeal from Mrs. Coons states that the original applicant should be denied the right to develop the property because the Ordinance states that the property is not eligible for development since it has never contained a one unit dwelling; however, Mrs. Coons’ appeal overlooks the fact that Ordinance 45 approved by City Council in 2014, established a process for the development of vacant Urban Lots.

This process can be found in UDC Table 16-6-1.1: Summary of Dimensional Requirements for Principal Structures, in #6 of the “Notes to Table”. Note #6 states: “Vacant Urban Lots follow same process as Nonconforming Lots, see Section 16-9-4.”

Section 16-9-4 requires that the Planning and Zoning Commission consider nonconforming lots at a public hearing, and make their decision based on the criteria included in the UDC. The same section addresses appeals to the Planning and Zoning Commission's commission.

### **ALTERNATIVES**

City Council has the following alternatives with respect to a decision on the proposed Urban Lot Development.

1. Uphold the Planning and Zoning Commission's decision on the proposed development of a One-Unit Dwelling at 4635 South Pearl Street.
2. Modify the Planning and Zoning Commission's decision on the proposed development of a One-Unit Dwelling at 4635 South Pearl Street.
3. Reverse the Planning and Zoning Commission's decision on the proposed development of a One-Unit Dwelling at 4635 South Pearl Street.

The UDC also outlines possible post-decision actions, UDC section 16-2-18:D states:

*Further Appeals from the Board or Council.* Any person or persons aggrieved by any final decision of the Board or the Council, or any resident, taxpayer, or other officer, department, Board or Commission of the City, may appeal such final decision by appropriate legal action to a court of record having jurisdiction. Such appeal shall be filed no more than thirty (30) days from the date of the Board or Council final decision.

### **LIST OF ATTACHMENTS**

Exhibit A: Ordinance 45, Series of 2014

Exhibit B: Planning and Zoning Commission Staff Report

Exhibit C: Original Application Materials, Site Plan and Elevations of Proposed Development

Exhibit D: Planning and Zoning Commission - Minutes

Exhibit E: Planning and Zoning Commission – Findings of Fact

Exhibit F: Katie Coons - Appeal

Exhibit G: Cynthia Brown - Appeal

Exhibit H: Jeremy and Cassandra Letkomiller – Appeal

## BY AUTHORITY

ORDINANCE NO. 45  
SERIES OF 2014

COUNCIL BILL NO. 45  
INTRODUCED BY COUNCIL  
MEMBER WILSON

AN ORDINANCE AMENDING TITLE 16, CHAPTER 2, SECTION 2; TITLE 16, CHAPTER 6, SECTION 1, PARAGRAPH B; TITLE 16, CHAPTER 9, SECTION 4; AND TITLE 16, CHAPTER 11, SECTION 2, PARAGRAPH B, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO SMALL LOTS.

WHEREAS, the Unified Development Code, adopted in 2004, does not regulate "small lot" residential properties in terms of Development Standards and associated Dimensional Requirements; and

WHEREAS, any residential lot not meeting the minimal dimensional standards is treated as a non-conforming lot; and

WHEREAS, currently the following properties are not effectively regulated:

- In R-1-A and R-1-B Zone Districts: Properties with lot width greater than or equal to 25', but less than 50'; and with lot area greater than or equal to 3,000 sf, but less than 6,000 sf (+ - 13 Total in the City).
- In R-1-C Zone Districts: Properties with lot width greater than or equal to 25', but less than 37'; and with lot area greater than or equal to 3,000 sf, but less than 4,500 sf (+ - 40 Total in the City).
- In R-2 or R-3 Zone Districts: Properties with lot width greater than or equal to 25', but less than 40'; and with lot area greater than or equal 3,000 sf, but less than 4,000 sf (+ - 176 Total in the City).
- In Medical Zone Districts: Properties with lot width greater than or equal to 25'; but less than 40'; and with lot area greater than or equal 3,000 sf, but less than 4,000 sf + - 1 Total in the City).
- In Residential and Medical Zone Districts: Properties with lot width of less than 25'; and with lot area less than 3,000 sf (+ - 45 Total in the City).

WHEREAS, these properties do not fit the "small lot" criteria and do not have any minimum setback, maximum height, or maximum lot coverage requirements. There are approximately 275 of these properties within the City; and

WHEREAS, the nonconforming status of these lot create uncertainty for lenders, who are then reluctant to lend on a property where the entitlements are vague or unknown; and

WHEREAS, these regulations for smaller residential lots, will provide greater certainty for property owners; and

WHEREAS, the Englewood Planning and Zoning Commission held a Public Hearing on November 19, 2013 to consider amendments to the Unified Development Code to establish regulations for smaller lots; and

WHEREAS, the November 19, 2013 Englewood Planning and Zoning Commission Public Hearing was reopened on March 4, 2014 and continued to March 18, 2014; and

WHEREAS, the proposed amendments will effectively regulate smaller residential lots (hereafter called "Urban Lots") that contain or contained a one-unit dwelling existing on or before February 23, 2004, and have 25 feet or more of Lot Width, 3,000 square feet or more of Lot Area, and will establish a process for the possible development of vacant Urban Lots of that size; and

WHEREAS, the proposed amendments will establish criteria and a process for the possible development of Urban Lots with less than 25 feet of Lot Width or less than 3,000 square feet of Lot Area that contain an existing dwelling unit or are vacant; and

WHEREAS, additions, redevelopment, or development of these properties will be possible if approved by the Planning and Zoning Commission at a public hearing which insures due process and appropriate public notice; and

WHEREAS, this proposed amendment is consistent with Roadmap Englewood: 3002 Englewood Comprehensive Plan and. encourages housing investments that improve the housing mix, including both smaller and larger unit sizes; and

WHEREAS, additional review criteria will create a clear basis for development of these small lots; and

WHEREAS, the Planning and Zoning Commission recommended that appeals from the Planning and Zoning Commission's decisions on nonconforming lots be brought to City Council for a de novo determination.

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 2, entitled *Summary of Development Review and Decision-Making Procedures* of the Englewood Municipal Code 2000, to read as follows:

**16-2-2: Summary Table of Administrative and Review Roles.**

The following table summarizes the review and decision-making responsibilities of the entities that have specific roles in the administration of the procedures set forth in this Chapter. For purposes of this table, an "(Approval) Lapsing Period" refers to the total time from the application's approval that an applicant has to proceed with, and often complete, the approved action. Failure to take the required action within the specified "lapsing period" will automatically void the approval. See Section 16-2-3.L EMC, "Lapse of Approval," below.

TABLE 16-2.2: SUMMARY OF DEVELOPMENT REVIEW AND DECISION MAKING PROCEDURES

Procedure	Section Ref.	Pre-App. Mfg. Req.	Review (R) Decision-Making (D) or Appeal (A) Bodies				Notice Required			Lapsing Period
			CNEP	PC	CC	BAA	Print	Mail	Post	
Adaptive Reuse of Designated Historical Buildings	16-5-3	✓	R	R	D		✓		✓	None
Administrative Adjustments	16-2-17	✓	D			A				None
Administrative Land Review Permit	16-2-11	✓	D	A						60 days to record
Amendments to the Text of this Title	16-2-6		R	R	D		✓			None
Annexation Petitions	16-2-5	✓	R	R	D		✓		✓	None
Appeals to Board	16-2-18	✓				D	✓			None
Comprehensive Plan Amendments	16-2-4		R	R	D		✓			None
Conditional Use Permits	16-2-12	✓	R	D	A		✓		✓	1 year
Conditional Use - Telecommunication	16-7	✓	R	D	A		✓	✓	✓	None
Development Agreements	16-2-15		R		D					As stated in Agreement
Floodplain Dev't. Permit and Floodplain Variances	See Chapter 16-4 for applicable procedures and standards									
Historic Preservation	16-6-11	✓	R	R	D		✓		✓	None
Landmark Sign	16-6-13	✓		D	A		✓		✓	
Limited Review Use Permits	16-2-13	✓	D	A						1 year
Major Subdivisions	16-2-10									
Preliminary Plat		✓	R	R	D		✓	✓	✓	6 months to submit Final Plat
Final Plat			R	R	D		✓	✓	✓	60 days to record
Simultaneous Review Preliminary Plat/Final		✓	R	R	D		✓	✓	✓	60 days to record

Plat									
Recorded Final Plat									None
Minor Subdivision	16-2-11								
Preliminary Plat		✓	D	A					6 months to submit Final Plat
Final Plat			D	A					60 days to record
Recorded Final Plat									None
<u>Nonconforming Lots</u>	<u>16-9-4</u>	<u>✓</u>	<u>R</u>	<u>D</u>	<u>A</u>		<u>✓</u>	<u>✓</u>	<u>None</u>
Official Zoning Map Amendments (Rezoning)	16-2-7	✓	R	R	D		✓	✓	✓
PUD and TSA Rezoning	16-2-7	✓	R	R	D		✓	✓	✓
Temporary Use Permits	16-2-14	✓	D	A					As stated in Permit
Unlisted Use Classifications	16-5-1.B	✓	D	A					None
Zoning Site Plan	16-2-9		D	A					3 years
Zoning Variances	16-2-16	✓	R			D	✓		✓
<b>CM/D = City Manager or Designee (Including the Development Review Team)</b> <b>PC = Planning and Zoning Commission</b> <b>CC = City Council</b> <b>BAA = Board of Adjustment and Appeals</b>									
<sup>1</sup> Notice Required: See Table 16-2-3.1 Summary of Mailed Notice Requirements									

**Section 2.** The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 1, Paragraph B, Table 1.1, entitled *Summary of Dimensional Requirements for Principal Structures* of the Englewood Municipal Code 2000, to read as follows:

*Summary Table of Dimensional Requirements for Principal Uses and Structures.* All principal structures and uses shall be subject to the intensity and dimensional standards set forth in the following Table 16-6-1.1. These standards may be further limited by other applicable sections of this Title. Additional regulations for the residential districts, and special dimensional regulations related to lot area, setbacks, height, and floor area are set forth in the subsections immediately following the table. Rules of measurement are set forth in subsection 16-6-1.A EMC. Dimensional requirements for accessory structures are set forth in subsection 16-6-1.I EMC.

TABLE 16-6-1.1 SUMMARY OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES								
	Min. Lot Area (sq. ft.)	Max. FAR	Max. Lot Coverage (%)	Min. Lot Width (ft.)	Max. Height (ft.)	Minimum Setbacks (ft.)		
						Front	Each Side [1] & [2]	Rear
<b>R-1-A District</b>								
One-Unit Dwelling	9,000	None	35	75	32	25	7	20
One-Unit Dwelling on a Small Lot [5]	6,000 [4]	None	40	50	32	25	5	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000 [7]</u>	<u>None</u>	<u>40</u>	<u>25 [7]</u>	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
All Other Allowed Uses	24,000	None	35	200	32	25	25	25
<b>R-1-B District</b>								
One-Unit Dwelling	7,200	None	40	60	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	6,000 [4]	None	40	50	32	25	5	20

<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> [7]	<u>None</u>	<u>40</u>	<u>25</u> [7]	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
All Other Allowed Uses	24,000	None	40	200	32	25	25	25
R-1-C District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,500 [4]	None	<del>35</del> <u>40</u>	37	32	25	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> [7]	<u>None</u>	<u>40</u>	<u>25</u> [7]	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
All Other Allowed Uses	24,000	None	40	200	32	25	25	25
R-2-A District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	<del>35</del> <u>40</u>	40	32	25	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> [7]	<u>None</u>	<u>40</u>	<u>25</u> [7]	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
Multi-Unit Dwelling (Maximum 2 units)	3,000 per unit	None	40	25 per unit [4]	32	25	5	20
All Other Allowed Uses	24,000	None	60	200	32	25	25	25

R-2-B District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	<del>35</del> <u>40</u>	40	32	25	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> <u>[7]</u>	<u>None</u>	<u>40</u>	<u>25</u> <u>[7]</u>	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
Multi-Unit Dwelling (Maximum Units Based on Lot Area & Lot Width)	3,000 per unit	None	60	25 per unit [4]	32	25	5	20
All Other Allowed Uses	24,000	None	60	200	32	25	25	25
MU-R-3-A District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	<del>35</del> <u>40</u>	40	32	25	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> <u>[7]</u>	<u>None</u>	<u>40</u>	<u>25</u> <u>[7]</u>	<u>32</u>	<u>25</u>	<u>3</u>	<u>20</u>
Multi-Unit Dwelling (Maximum Units Based on Lot Area & Lot Width)	3,000 per unit	None	60	25 per unit [4]	32	25	5	25

Lot Width)								
Private Off-Street Parking Lots	12,000	None	70	None	n/a	25	15	15
Office, Limited	15,000	1.5 (Excluding the gross floor area of parking structures)	50	None	32	25	15	25
All Other Allowed Uses	24,000	None	60	200	32	25	25	25
MU-R-3-B District (See Additional Regulations Following the Table)								
One-Unit Dwelling	6,000	None	40	50	32	15	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	<del>35</del> 40	40	32	<del>25</del> 15	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000 [7]</u>	<u>None</u>	<u>40</u>	<u>25 [7]</u>	<u>32</u>	<u>15</u>	<u>3</u>	<u>20</u>
Multi-Unit Dwelling (Maximum Units Based on Lot Area & Lot Width)	2-4 units: 3,000 per unit; Each additional unit over 4 units: 1,000 per unit [4]	None	75	None	2-4 units: 32 More than 4 units: 60	15	2-4 units: 5 More than 4 units: 15	25
Office, Limited	24,000	1.5 (Excluding the gross floor area of parking structures)	75	None	60	15	15 [3]	25
All Other Allowed Uses	24,000 [4]	None	75	None	60	15	15	25
MU-R-3-C District (See Additional Regulations Following the Table)								

One-Unit Dwelling	6,000	None	40	50	32	15	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	<del>35</del> 40	40	32	15	3	20
<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000 [7]</u>	<u>None</u>	<u>40</u>	<u>25 [7]</u>	<u>32</u>	<u>15</u>	<u>3</u>	<u>20</u>
Multi-Unit Dwelling	6,000	None	75	None	40	15	5	20
Office, Limited	6,000	None	75	None	40	15	5	20
All Other Allowed Uses	24,000 [4]	None	75	None	40	15	5	20
M-1, M-2, M-O-2 Districts (See Table 16-6-1.1a)								
MU-B-1 District (See Additional Regulations Following the Table)								
Live/Work Dwelling	None	None	None	None	100	0 and no more than 5 feet	0	5
Multi-Unit Dwelling [4]	None	None	None	None	100	0 and no more than 5 feet	0	5
All Other Allowed Uses	None	None	None	None	100	0 and no more than 5 feet	0	5
MU-B-2 District (See Additional Regulations Following the Table)								
Multi-Unit Dwelling [4]	None	None	None	None	60	0 and no more than 5 feet	0	5
All Other Allowed Uses	None	None	None	None	60	0 and no more than 5 feet	0	5
TSA District								
<i>Please refer to Section 16-6-14 EMC, of this Chapter</i>								

and the applicable Station Area Design Standards and Guidelines  
for intensity and dimensional standards.

I-1 AND I-2

All Allowed Uses Except Manufactured Home Parks	None	2:1	None	None	None	Where a building abuts upon, adjoins, or is adjacent to a residential zone district, minimum setbacks of 10 ft on all sides are required, except as required in Section 16-6-7.G, "Screening Requirements."
Manufactured Home Parks	See Section 16-5-2.A.3, above.					

**Notes to Table:**

- [1] The minimum side setback stated in this table for one-unit attached and multi-unit dwellings shall apply to the entire dwelling structure, and not to each individual dwelling unit located in the structure.
- [2] The minimum side setback standard for principal residential dwellings in the residential (R) zone districts, as stated in this Table, shall apply to such dwellings that existed on the Effective Date of this Title. However, principal residential dwellings existing on the Effective Date of this Title, and which as of that date are not in compliance with the minimum side setback standards established in this Table, shall not be considered nonconforming structures due solely to the dwelling's noncompliance with the minimum side setback. Such dwellings are "grandfathered," and shall be considered legal, conforming structures for the purposes of sale and development under this Title and other City building and safety regulations. See Section 16-9-3 (Nonconforming Structures), below.
- [3] The minimum separation between principal buildings located on the same or adjoining lots, whether or not the lots are under the same ownership, shall be fifteen feet (15').
- [4] See Section 16-6-1.C for additional dimensional standards appropriate to the zone district.
- [5] Small lot of record on or before February 23, 2004.
- [6] Urban lot of record that contained or contains a one-unit dwelling that existed on or before the Effective Date of this Title (February 23, 2004). Vacant Urban Lots follow same process as Nonconforming Lots, see Section 16-9-4.
- [7] For Urban Lots with less than 3,000 sq. ft. of Lot Area or less than 25 ft. of Lot Width follow same process as Nonconforming Lots, see Section 16-9-4.

**Section 3.** The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 1, Paragraph B, Table 1.a, entitled *Summary of Dimensional Requirements for Principal Structures Located Within Medical Zone Districts and Overlays* of the Englewood Municipal Code 2000, to read as follows:

TABLE 16-6-1A SUMMARY OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES LOCATED WITHIN MEDICAL ZONE DISTRICTS AND OVERLAYS												
	Min Lot Area (sq ft)	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Max Retail Gross Floor Area (sq ft)	Minimum Setbacks (ft)						
						Front	Front Upper Story Setback Above 60 Feet	Side: Adjacent Street [1] & [2]	Side: Adjacent Alley [1] & [2]	Side: Adjacent Side [1] & [2] (Lots fronting Hampden, Jefferson or the 3500 blocks of Logan and Clarkson)	Side: Adjacent Side [1] & [2] (Lots fronting all other streets)	Rear
<b>M-1 and M-2 Districts and M-O-2 Overlays (See Additional Regulations Following the Table)</b>												
Live/Work Dwelling	6,000 [4]	None	None	32	10,000 [4]	0 and no more than 10	NA	0 and no more than 10	5	0	5	5 [4]
One-Unit Dwelling	6,000	40	50	32	NA	15	NA	5	5	5	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	<del>35</del> 40	40	32	NA	15	NA	3	3	3	3	20

<u>One-Unit Dwelling on an Urban Lot [6]</u>	<u>3,000</u> [7]	<u>40</u>	<u>25</u> [7]	<u>32</u>	<u>NA</u>	<u>15</u>	<u>NA</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>20</u>
All Other Allowed Uses	6,000 [4]	None	None	Height Zone 1:145 Height Zone 2:60 Height Zone 3:32 [4]	10,000 [4]	0 and no more than 10	20 [4]	0 and no more than 10	5	0	5	5 [4]

**Notes to Table:**

[1] The minimum side setback stated in this table for one-unit attached and multi-unit dwellings shall apply to the entire dwelling structure, and not to each individual dwelling unit located in the structure.

[2] The minimum side setback standard for principal residential dwellings in the residential (R) zone districts, as stated in this table, shall apply to such dwellings that existed on the effective date of this Title. However, principal residential dwellings existing on the effective date of this Title, and which as of that date are not in compliance with the minimum side setback standards established in this table, shall not be considered non-conforming structures due solely to the dwelling's non-compliance with the minimum side setback. Such dwellings are "grandfathered," and shall be considered legal, conforming structures for the purposes of sale and development under this Title and other City building and safety regulations. See section 16-9-3 (Non-Conforming Structures), below.

[3] The minimum separation between principal buildings located on the same or adjoining lots, whether or not the lots are under the same ownership, shall be fifteen feet (15').

[4] See section 16-6-1.C for additional dimensional standards appropriate to the zone district.

[5] Small lot of record on or before February 23, 2004.

[6] Urban lot of record that contained or contains a one-unit dwelling that existed on or before the Effective Date of this Title (February 23, 2004). Vacant Urban Lots follow same process as Nonconforming Lots, see Section 16-9-4.

[7] For Urban Lots with less than 3,000 sq. ft. of Lot Area or less than 25 ft. of Lot Width follow same process as Nonconforming Lots, see Section 16-9-4.

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 9, Section 4, entitled *Nonconforming Lots* of the Englewood Municipal Code 2000, to read as follows:

**16-9-4: Nonconforming Lots.**

**A. Nonconforming Vacant Lot.**

1. A nonconforming ~~vacant~~ lot may be used only for a use permitted in the zone district in which the lot is located. ~~The City Manager or designee~~ Planning and Zoning Commission may waive or modify ~~minimum open space~~ lot coverage, parking lot area, bulk plane, height, setback, or lot width, or other requirements for any nonconforming lot if ~~he/she~~ it finds that the proposed development meets the criteria listed below:
  - a. The lot cannot otherwise be used for any purpose permitted within the zone district applicable to the property; and
  - b. The waiver, or modification, if granted, is necessary to afford relief with the least modification possible of the development or dimensional standards otherwise applicable to the property; and
  - c. The proposed development is consistent with the spirit and intent of the Comprehensive Plan; and
  - d. The lot coverage, bulk plane, height, setbacks, and massing of the proposed development will not vary substantially from the surrounding properties or alter the essential character of the neighborhood; and
  - e. The proposed development is compatible with the established development patterns and intent of the zone district.
2. ~~Any appeal from the City Manager or designee's decision shall be to the Board. The Planning and Zoning Commission's decision on any development of a nonconforming lot shall be made at a public hearing that has been published and posted as required in Section 16-2-3(G) of this Title.~~
3. Any appeal from the Planning and Zoning Commission's decision shall be to City Council as a de novo review. Such appeal shall be filed no more than thirty (30) days from the date of the Planning and Zoning Commission's final decision.
- 3 4. No nonconforming lot shall be further subdivided or shall have its boundaries altered in any manner that would compound, expand, or extend the nonconforming characteristic(s) of the lot.

Section 5. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 11, Section 2(B), entitled *Definitions of Words, Terms, and Phrases* of the Englewood Municipal Code 2000, by the addition of the following definition in alphabetical order to read as follows:

Lot, Urban: A legal lot of record existing on the effective date of this Title (February 23, 2004) where the lot width or lot area is less than the minimum standard for a one-unit dwelling on a small lot in the zone district in which the lot is located.

**Section 6. 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 7. 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 8. 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 9. 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 10. 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 21st of July, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 25th of July, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 23rd day of July, 2014 for thirty (30) days.

A Public Hearing was held on August 4, 2014.

Read by title and passed on final reading on the 2nd day of September, 2014.

Published by title in the City's official newspaper as Ordinance No. 45, Series of 2014, on the 5<sup>th</sup> day of September, 2014.

Published by title on the City's official website beginning on the 3<sup>rd</sup> day of September, 2014 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.



Randy P. Penn, Mayor

ATTEST:



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 the Ordinance passed on final reading and published by title as Ordinance No. 45 Series of 2014.



Loucrishia A. Ellis



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:** Michael Flaherty, Deputy City Manager  
Harold Stitt, Senior Planner  
**FROM:** Brook Bell, Planner II  
**HEARING**  
**DATE:** September 22, 2015  
**SUBJECT:** **Case Number: 2015-09**  
**Public Hearing on Construction of a One-Unit Dwelling on a Vacant Urban Lot at 4635 South Pearl Street**

---

**APPLICANT:**

Matthew Martin, Trustee  
The Law Office of Matthew A. Martin, P.C. Trust  
598 Leicester Lane  
Castle Pines, CO 80108

**PROPERTY OWNER:**

Amber Alsadi  
4635 South Pearl Street  
Englewood, Colorado 80113

**REQUEST:**

The applicant is requesting approval to construct a One-Unit Dwelling on an Urban Lot. A public hearing before the Planning and Zoning Commission is required per Unified Development Code (UDC) Section 16-9-4: Nonconforming Lots.

**RECOMMENDATION:**

Staff recommends that the Planning and Zoning Commission approve Case Number 2015-09 to allow the construction of a One-Unit Dwelling on a vacant Urban Lot at 4635 South Pearl Street per the attached drawings.

**PROPERTY ZONING AND LOCATION:**

The property is zoned R-1-C, Single Unit Residential District (Small Lot Size). Properties to the north, south, east, and west are also zoned R-1-C.

### **DEPARTMENT AND AGENCY REVIEW:**

The proposed plans were distributed to six City Departments and Divisions for review; there were no objections to the proposed addition.

### **BACKGROUND:**

1. The subject property is 3,125 square feet in area and has 25 feet of lot frontage along South Pearl Street. Per UDC Table 16-6-1.1: Summary of Dimensional Requirements for Principal Structures, this property qualifies as an Urban Lot in the R-1-C zone district. UDC Table 16-6-1.1 provides dimensional requirements for Urban Lots of record that at one time contained or currently contain a One-Unit Dwelling on or before the Effective Date of this Title (February 24, 2004); however, vacant Urban Lots that do not meet this definition are required to follow the same process for development as Nonconforming Lots, which includes a public hearing before the Planning and Zoning Commission.
2. It does not appear that the subject property has ever contained a dwelling unit. The subject property is part of the South Broadway Height Subdivision which was platted in 1889 and predates the establishment of the City of Englewood by 14 years. The first zoning ordinance enacted in Englewood was in 1940. This Ordinance zoned the subject property and surrounding area R-1.

The R-1 district regulations in the 1940 Ordinance specified a minimum lot area of 6,000 square feet but did not require a minimum lot frontage. The 1940 Ordinance did permit the development of lots smaller than 6,000 square feet, as long as the lot was in separate ownership prior to enactment of the 1940 zoning Ordinance. It is unclear when the subject property originally came into separate ownership; however, it is clear by a 1952 Quit Claim Deed that the subject property was in separate ownership at least as far back as 1952.

The City revised the zoning Ordinance in 1955, 1963, 1985, and 2004; these revisions (to varying degrees) did not permit the development of a lot in the R-1-C zone district with less than 4,500 square feet of lot area and 37 lineal feet of lot frontage. In 2014 the Planning and Zoning Commission, and City Council of Englewood enacted amendments to the UDC that permitted the development of Urban Lots with a minimum of 3000 square feet of lot area and a minimum of 25 feet of lot frontage. The amendments also contained provisions for development of nonconforming lots with less than 3000 square feet of lot area and 25 feet of lot frontage.

3. The proposed house on the subject property has a footprint of approximately 985 square feet and is two stories with approximately 1,660 square feet of habitable space. The proposed site plan complies with the minimum lot area, maximum permitted lot coverage, minimum lot width, maximum height, minimum setbacks, and bulk plane requirements for an Urban Lot in the R-1-C zone district.

### **ANALYSIS:**

Per UDC Section 16-9-4: Nonconforming Lots, A nonconforming lot may be used only for a use permitted in the zone district in which the lot is located. The Planning and Zoning Commission may waive or modify lot coverage, lot area, bulk plane, height, setback, lot width or other requirements for any nonconforming lot if it finds that the proposed development meets the criteria listed below:

- a. *The lot cannot otherwise be used for any purpose permitted within the zone district applicable to the property; and*

The only permitted use for a 3,125 square foot lot in an R-1-C zone district is a one-unit dwelling on an Urban Lot. The subject property cannot be used for any other principal or accessory uses listed in Table 16-5-1.1: Table of Allowed Uses. The applicant is requesting approval to construct a one-unit dwelling per the attached drawings.

- b. *The waiver, or modification, if granted, is necessary to afford relief with the least modification possible of the development or dimensional standards otherwise applicable to the property and;*

The proposed one-unit dwelling would not encroach into the required setbacks for an Urban Lot. The proposed house would have approximately 1,660 square feet of habitable space and a one car attached garage. The proposed site plan complies with the minimum lot area, maximum permitted lot coverage, minimum lot width, maximum height, minimum setbacks, and bulk plane requirements for an Urban Lot in the R-1-C zone district.

- c. *The proposed development is consistent with the spirit and intent of the Comprehensive Plan; and*

The proposed one-unit dwelling is consistent with the Housing Goals and Objectives listed in the *Roadmap Englewood: 2003 Englewood Comprehensive Plan*, specifically:

- Objective 1-2: Encourage housing that serves different life-cycle stages including housing for singles, couples, small and large families, empty nesters, and the elderly.
- Objective 1-3: Encourage housing investments that improve the housing mix, including both smaller and larger unit sizes, and a wider range of housing types, including single-family, duplex, townhome, and condominium units.
- Objective 2-1: Encourage home ownership, property improvement, and house additions.

- d. *The lot coverage, bulk plane, height, setbacks and massing of the proposed development will not vary substantially from the surrounding properties or alter the essential character of the neighborhood; and*

As mentioned previously, the proposed site plan and elevations comply with the lot area, lot coverage, lot width, height, setback, and bulk plane requirements for the zone district. A comparison of the dimensional requirements for an Urban Lot in R-1-C Zone District and the proposed plans for 4635 South Pearl Street is detailed in the table below.

Dimensional Requirement	Requirements for Urban Lot in R-1-C Zone District	Proposed Site Plan for 4635 South Pearl Street
Minimum Lot Area	3,000 Sq. Ft.	3,125 Sq. Ft.
Maximum Lot Coverage	40%	32%
Minimum Lot Width	25'	25'
Maximum Height	32'	29'
Minimum Front Setback	25'	27'
Minimum Side Setbacks	3'	3'
Minimum Rear Setback	20'	44'
Minimum Landscape Area	40%	45%

In terms of building mass, the proposed living area of the house will be 1,660 square feet. The homes to the north and south of the subject property have floor areas of approximately 1,325 square feet and 1,548 square feet respectively. The home to the north is a one-story, while the home to the south is a split-level two-story. The proposed development will not alter the essential character of the neighborhood. The proposed home will improve what is currently a vacant lot in the neighborhood.

- e. *The proposed development is compatible with the established development patterns and intent of the zone district.*

The established development patterns for the neighborhood include pre and postwar wood frame and brick single family homes on a traditional city grid. Most homes have sloping roofs and the architectural styles are varied. The proposed one-unit dwelling is compatible with the established development patterns and intent of the zone district.

**SUMMARY:**

The applicant is requesting approval to construct a one-unit dwelling on a Urban Lot. Staff recommends that the Planning and Zoning Commission approve the request based upon the following:

- The only permitted use for a 3,125 square foot lot in an R-1-C zone district is a one-unit dwelling on an Urban Lot.
- The proposed house has a footprint of approximately 985 square feet and is two stories with approximately 1,660 square feet of habitable space.
- The proposed house is consistent with the Housing Goals and Objectives listed in the *Roadmap Englewood: 2003 Englewood Comprehensive Plan*.
- The proposed site plan and elevations comply with the lot area, lot coverage, lot width, height, setback, and bulk plane requirements for an Urban Lot in the R-1-C zone district.
- The proposed one-unit dwelling will improve what is currently a vacant lot in the neighborhood and is compatible with the established development patterns and intent of the zone district.

**ATTACHMENTS:**

Vicinity Map

Aerial View

Application Materials

Drawings

4573	4574	4577	4572	4573	4570	4574	4570
4591	4580	4579	4590	699	699	4574	4570
4595	4584	4581	4596			4580	4570
S	TUFTS		TUFTS		R-1-C	TUFTS	
4601	4606	4601	4600	4601	4600	4606	4600
4609	4610	4609	4608	4609	4612	4612	4606
4617	4614	4625	4616	4621	4616	4616	4612
4625	4624	4633	4630	4629	4620	4620	4616
4629	4630	4635	4638	4635	4630	4630	4620
4635	4644	4641	4648	4645	4640	4640	4630
4637	4650	4655	4654	4651	4650	4650	4640
4673	4660	4663	4660	4659	4660	4660	4650
4677	4670	4665	4668	4669	4670	4670	4660
4681	4676	4675	4676	4677	4680	4680	4670
4689	4682		4684	4685	4690	4690	4680
4697	4690	4697	601	4695			4690
PENNSYLVANIA	PEARL		WASHINGTON				
N	UNION		UNION		R-1-B	UNION	
4701	4700	4701	4700	4701	4702	4708	4702
4709	4710	4715	4720	4711	4710	4710	4708
4715	4720	4719	4722	4717	4724	4724	4710
4735	4724		4726	4727			4710
UNION	UNION		UNION		UNION		

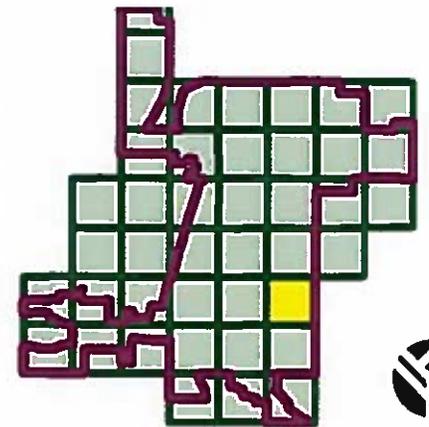
City of Englewood, Colorado

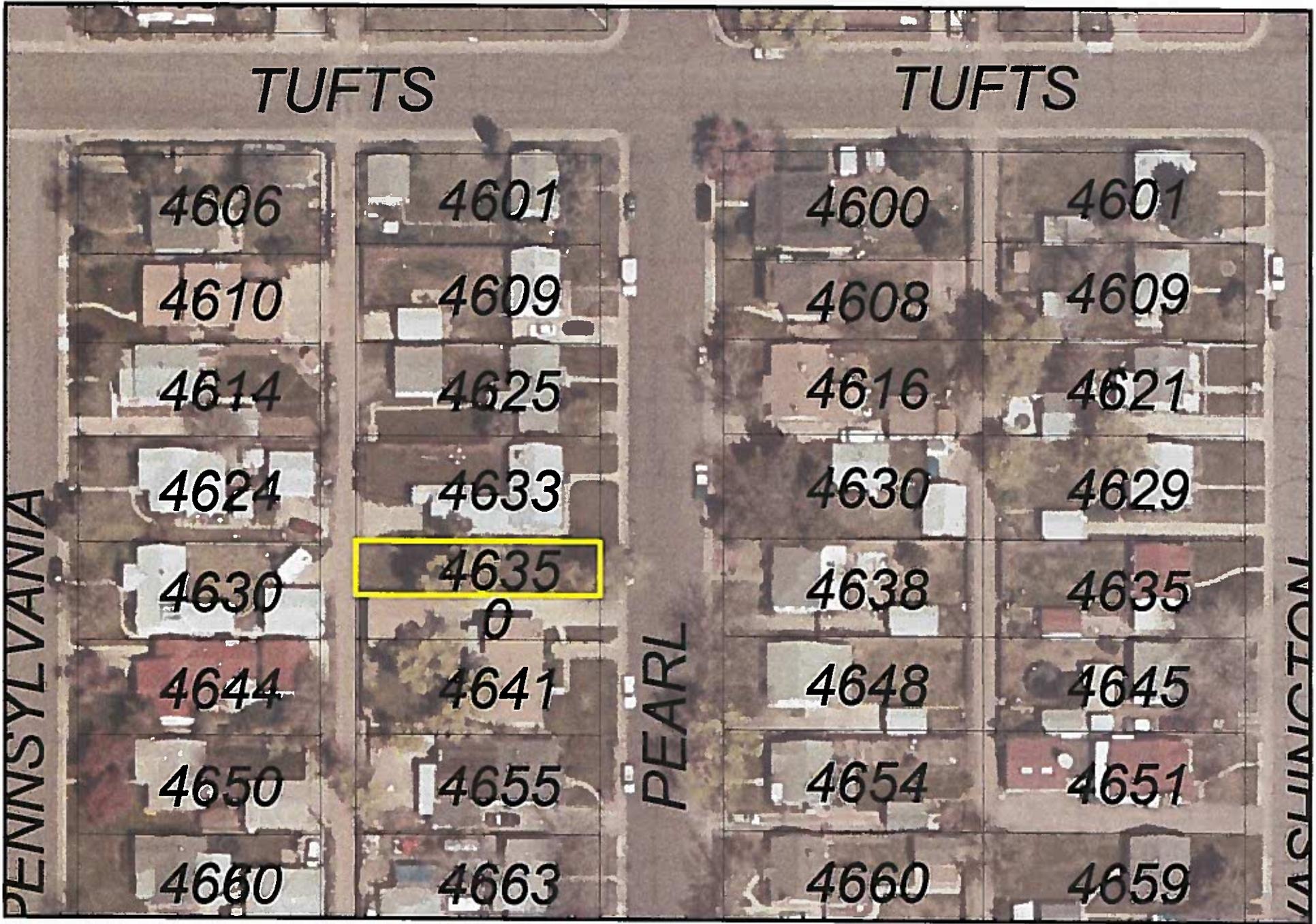
Vicinity Map:  
4635 South Pearl St.

LEGEND

-  Subject Property
-  Parcels
-  Zoning

September 2015





PENNSYLVANIA

PEARL

WASHINGTON

Aerial Photo View: 4635 South Pearl St.



	City of Englewood Community Development Department 1000 Englewood Parkway Englewood, CO 80110 303-762-2342 englewoodgov.org
	<b>APPLICATION FORM</b>

**APPLICATION FOR:** Proposed One-Unit Dwelling  
 (Attach Checklist and all required documents - Incomplete applications will not be accepted.)

**PROPERTY ADDRESS:** 4635 S. Pearl, Englewood, CO 80013

**LEGAL DESCRIPTION:** (Provide at least one of the following)  
 Lot(s) 40 Block 62 Subdivision South Broadway Heights  
 Parcel Identification No. \_\_\_\_\_  
 Metes and Bounds Legal Description \_\_\_\_\_  
 (Attach separate sheet if necessary)

APPLICANT	PROPERTY OWNER
Name: <u>Law Office of Matthew A. Martin</u>	Name: <u>Amber Alsadi</u>
Company: <u>PC Trust</u>	Company: _____
Address: _____	Address: <u>4365 S. Pearl St</u> <u>Englewood, CO 80113</u>
Telephone Number: _____	Telephone Number: _____
Fax Number: <u>303</u>	Fax Number: _____
Email Address: _____	Email Address: _____
Signature: _____	<u>Authorization on Contract</u> Signature: _____
Print Name: _____	<u>Amber Alsadi</u> Print Name: _____

**Staff Use Only**

Date Received: 5/21/15 Zone District: R-1-C  
 Received By: BB Planner Assigned: BB  
 Fee Received: \$ 150 Case/Project No.: ADM2015-027

Application Fees are Non-Refundable

This letter is to serve as written justification for the proposed single family residence to be built on the non-conforming lot at 4635 S. Pearl Street, Englewood, CO.

- a. This lot at 25 feet wide and 125 deep is currently and has been vacant. The lot as it sits is serving no purpose beneficial to the residents or the City of Englewood. However, with the addition of a new, custom single family home, the visual aesthetics of the lot improve, as there will be a brand new custom home on the lot complete with professional landscaping. Additionally, the Buyer of the home will presumably contribute to the population and tax base in the City of Englewood and the State of Colorado.
- b. The Waiver or Modification is necessary to afford relief as there are no options available for modifying the lot size. As the lot sits, the only other option is for it to remain vacant, serving no constructive purpose for the city of Englewood or its current owner.
- c. The proposed development is consistent with the spirit and intent of the Comprehensive plan. The Planning and Zoning Commission has specifically allowed for this process to improve the aesthetics and use of land in Englewood, and this home will do just that. An unused, somewhat neglected piece of land will become a single family home, with a yard and occupants who will care for the home yard. Additionally, existing houses on 25 foot lots are entitled to modification and/or replacement; building a new home on the lot is consistent with this allowance.
- d. The proposed project falls within all of the lot coverage, bulk plane, setbacks and massing required by the city and will not alter the character of the neighborhood. The Builder and Architect have worked closely with representatives of the City/Commission to ensure that the proposed home meets these criteria. The home has been designed to blend with both the design of older homes in the neighborhood, as well as other recent new build/custom homes in Englewood.
- e. The proposed development is designed to be compatible with the established development patterns and intent of the zone district. The proposed development will likely encourage the betterment of the neighborhood: both visually and from a population standpoint, the addition of one new single family home where currently there is an unused, not visually aesthetic lot, can only be a positive contribution to the City.

# PROPOSED RESIDENCE AT 4635 S. PEARL STREET



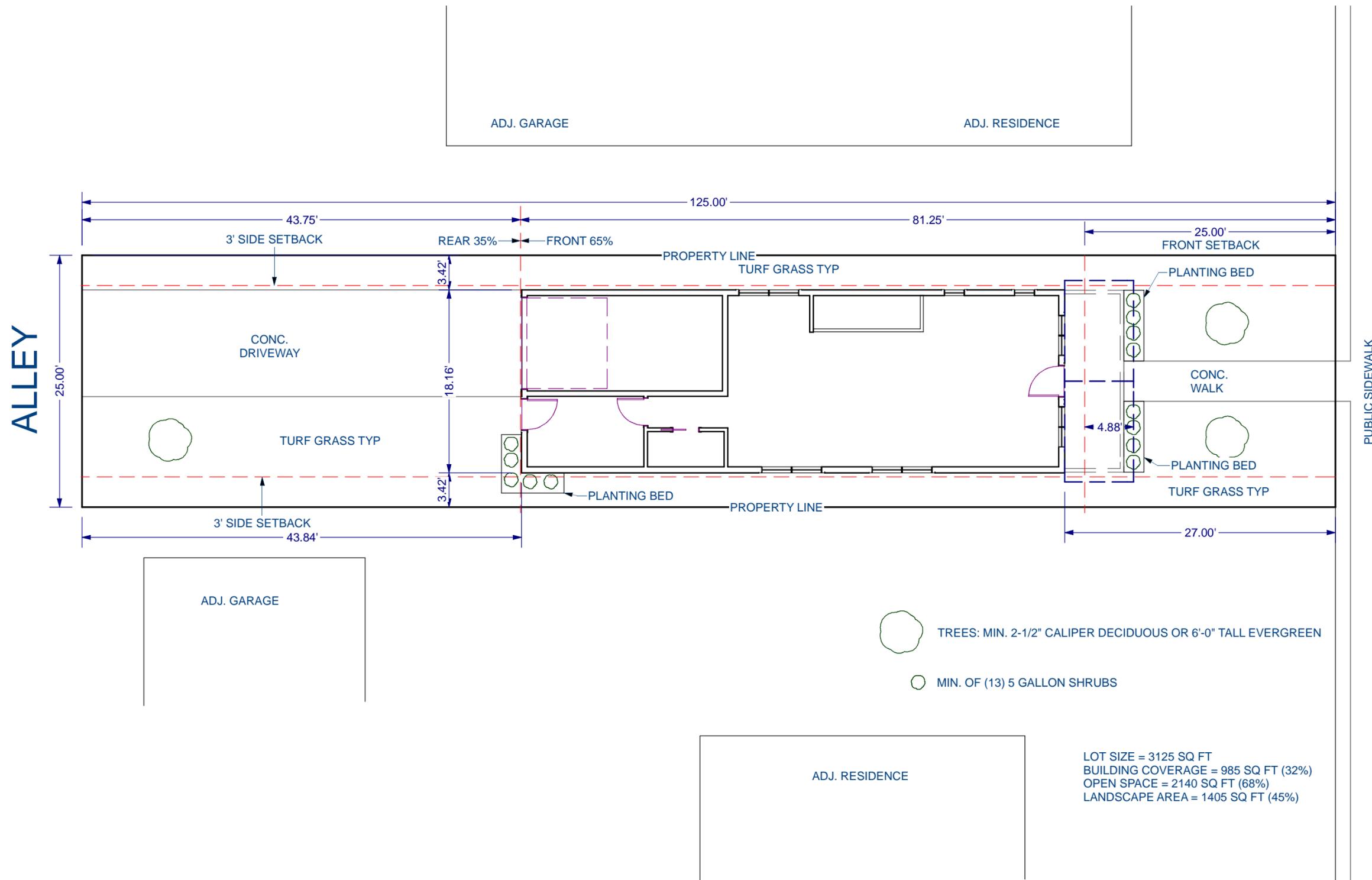
DESIGNED FOR:  
**HIGHLANDS CUSTOM BUILDERS**

SITE LOCATION:  
**4635 S. PEARL STREET  
ENGLEWOOD, COLORADO**

**COVER SHEET**

REVISIONS	
ORIG.	8/25/2015
REV 1	
REV 2	
REV 3	
CD	
REV 5	

LAYOUT PAGE TABLE			
LABEL	TITLE	DESCRIPTION	COMMENTS
A1	COVER SHEET		
A2	SITE PLAN		
A3	1ST FLOOR PLAN		
A4	2CD FLOOR PLAN		
A5	EAST ELEVATION		
A6	NORTH ELEVATION		
A7	WEST ELEVATION		
A8	SOUTH ELEVATION		



ALLEY

PUBLIC SIDEWALK

ADJ. GARAGE

ADJ. RESIDENCE

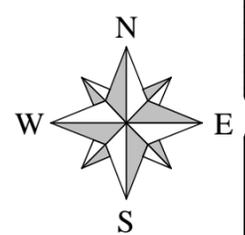
ADJ. GARAGE

ADJ. RESIDENCE

-  TREES: MIN. 2-1/2" CALIPER DECIDUOUS OR 6'-0" TALL EVERGREEN
-  MIN. OF (13) 5 GALLON SHRUBS

LOT SIZE = 3125 SQ FT  
BUILDING COVERAGE = 985 SQ FT (32%)  
OPEN SPACE = 2140 SQ FT (68%)  
LANDSCAPE AREA = 1405 SQ FT (45%)

**SITE PLAN**  
1" = 10'-0"



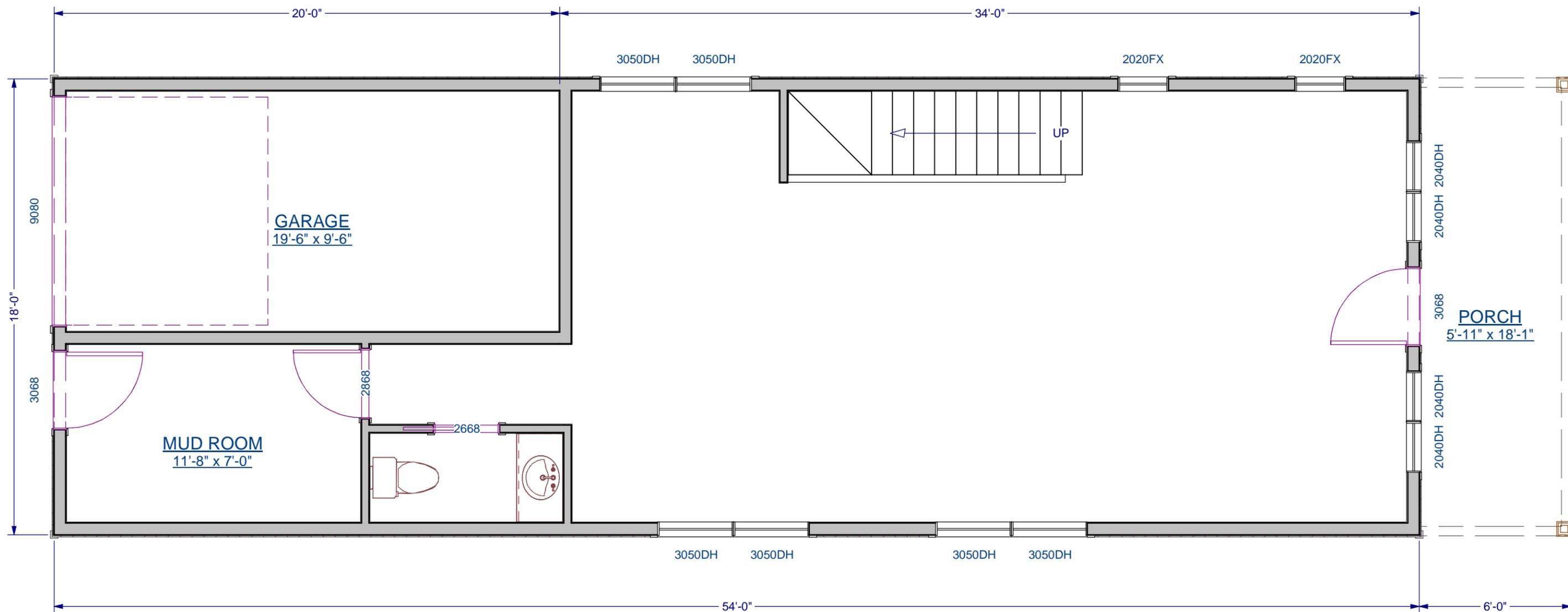
DESIGNED FOR:  
**HIGHLANDS CUSTOM BUILDERS**

SITE LOCATION:  
**4635 S. PEARL STREET  
ENGLEWOOD, COLORADO**

SITE PLAN

REVISIONS	
ORIG.	8/20/2015
REV 1	9/9/2015
REV 2	
REV 3	
CD	
REV 5	

**A2**  
2 of 8



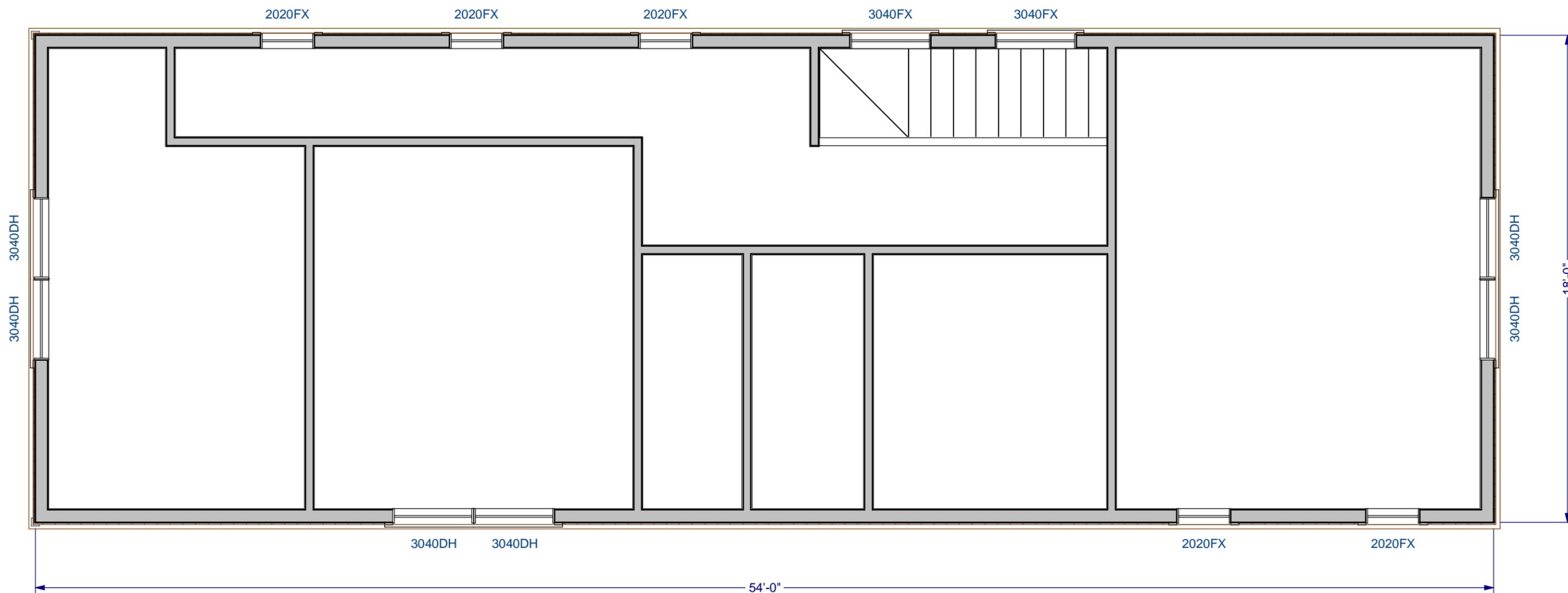
DESIGNED FOR:  
**HIGHLANDS CUSTOM BUILDERS**

SITE LOCATION:  
**4635 S. PEARL STREET  
ENGLEWOOD, COLORADO**

**1ST FLOOR PLAN**

REVISIONS	
ORIG.	8/25/2015
REV 1	
REV 2	
REV 3	
CD	
REV 5	

**1ST FLOOR PLAN**  
1/4" = 1'-0"



**LIVING AREA**  
931 sq ft

**2CD FLOOR PLAN**  
1/4" = 1'-0"

DESIGNED FOR:  
**HIGHLANDS CUSTOM BUILDERS**

SITE LOCATION:  
**4635 S. PEARL STREET  
ENGLEWOOD, COLORADO**

**2CD FLOOR PLAN**

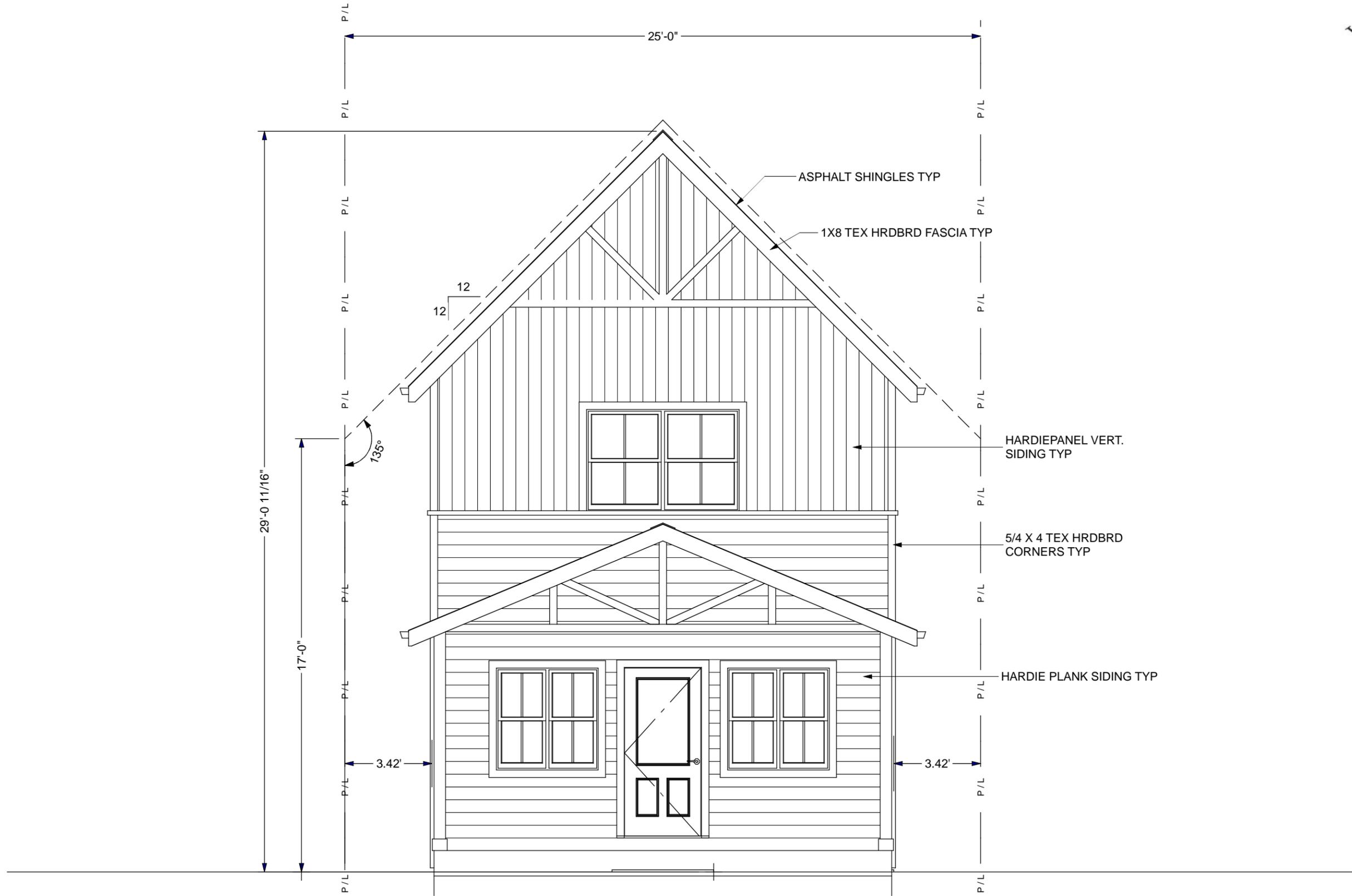
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REV 1	
REV 2	
REV 3	
CD	
REV 5	

DESIGNED FOR:  
**HIGHLANDS CUSTOM BUILDERS**

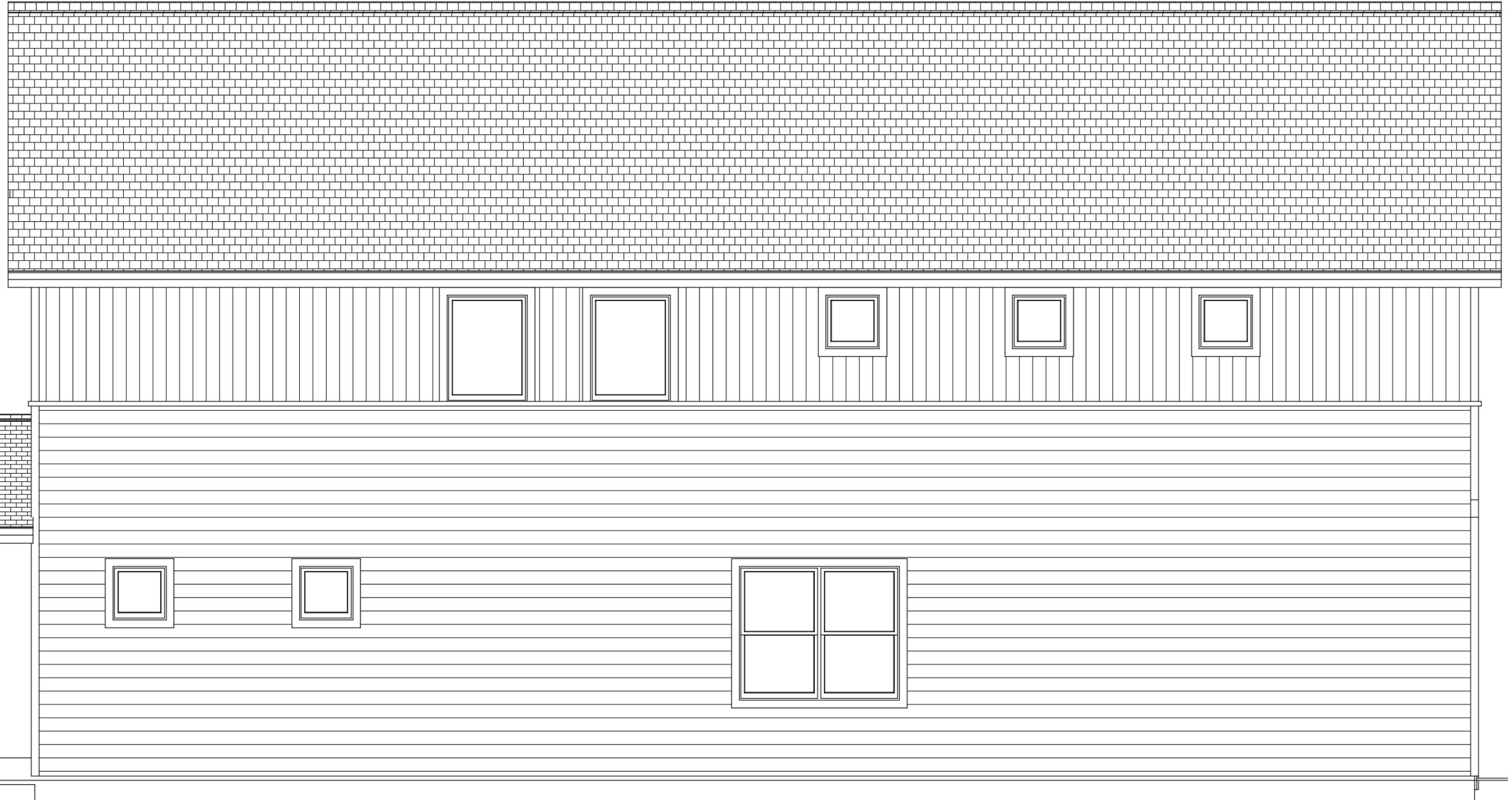
SITE LOCATION:  
**4635 S. PEARL STREET  
ENGLEWOOD, COLORADO**

**EAST ELEVATION**

REVISIONS	
ORIG.	8/25/2015
REV 1	
REV 2	
REV 3	
CD	
REV 5	



**EAST ELEVATION**  
1/4" = 1'-0"



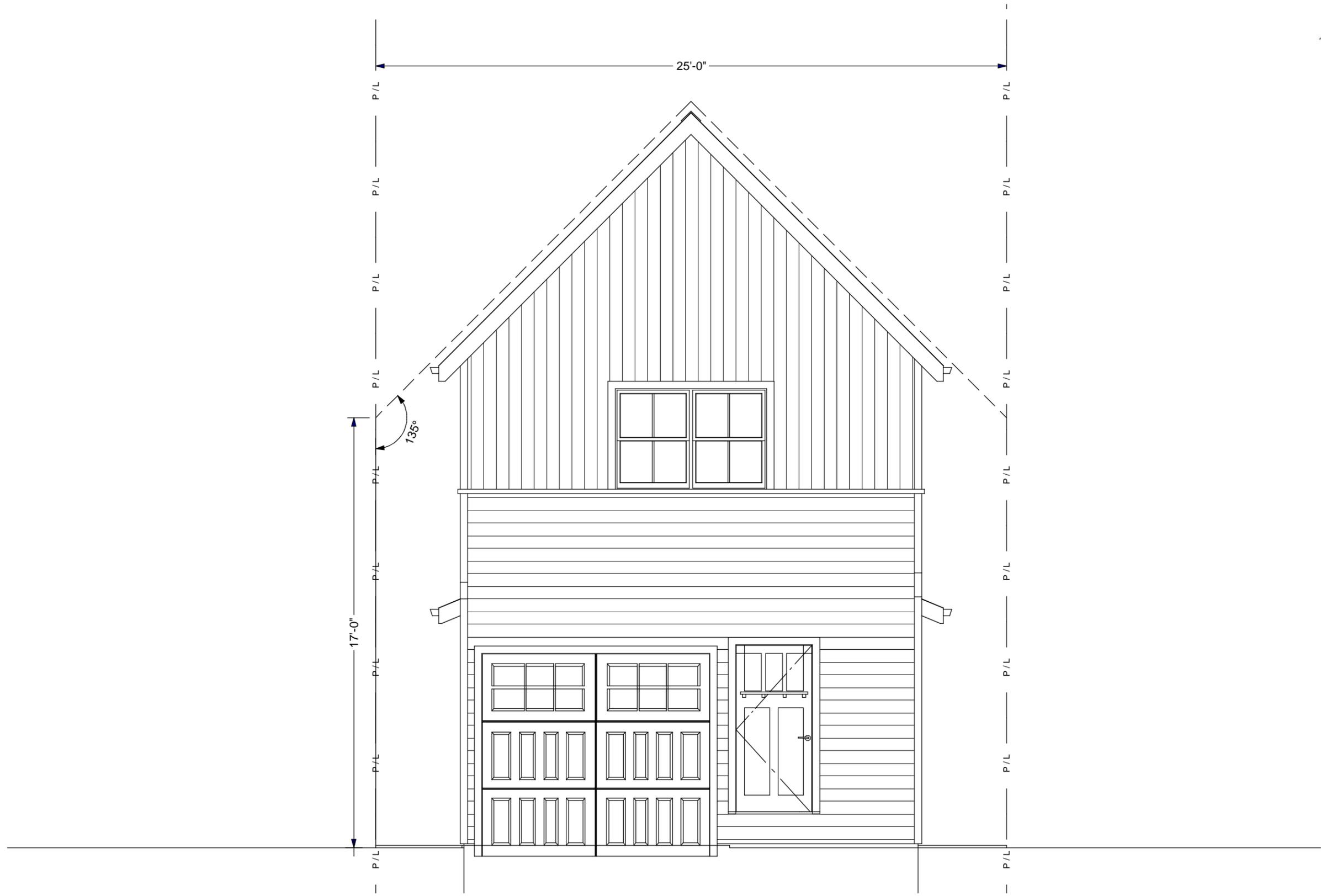
DESIGNED FOR:  
**HIGHLANDS CUSTOM BUILDERS**

SITE LOCATION:  
**4635 S. PEARL STREET  
ENGLEWOOD, COLORADO**

**NORTH  
ELEVATION**

REVISIONS	
ORIG.	8/25/2015
REV 1	
REV 2	
REV 3	
CD	
REV 5	

**NORTH ELEVATION**  
1/4" = 1'-0"



DESIGNED FOR:  
**HIGHLANDS CUSTOM BUILDERS**

SITE LOCATION:  
**4635 S. PEARL STREET  
ENGLEWOOD, COLORADO**

**WEST  
ELEVATION**

REVISIONS	
ORIG.	8/25/2015
REV 1	
REV 2	
REV 3	
CD	
REV 5	

**WEST ELEVATION**  
1/4" = 1'-0"



DESIGNED FOR:  
**HIGHLANDS CUSTOM BUILDERS**

SITE LOCATION:  
**4635 S. PEARL STREET  
 ENGLEWOOD, COLORADO**

**SOUTH  
 ELEVATION**

REVISIONS	
ORIG.	8/25/2015
REV 1	
REV 2	
REV 3	
CD	
REV 5	

**SOUTH ELEVATION**  
 1/4" = 1'-0"

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION  
REGULAR MEETING  
CITY COUNCIL CHAMBERS  
September 22, 2015



**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, Freemire, King, Kinton (arrived 7:03), Knoth, Madrid, Townley, Pittinos, Fish

Absent: None

Staff: Mike Flaherty, Deputy City Manager  
Dugan Comer, Deputy City Attorney  
John Voboril, Planner II  
Brook Bell, Planner II



**II. APPROVAL OF MINUTES**

- September 9, 2015 Minutes

Knoth moved;

Freemire seconded: TO APPROVE THE SEPTEMBER 9, 2015, MINUTES AS AMENDED.

Chair Fish asked if there were any modifications or corrections. Mr. Brick requested that on page two of the minutes, his comment regarding City Manager Keck be changed to add that he would like to hear Mr. Keck's comments on the mission and vision statement recently adopted by the City. Minutes will be amended to reflect this change.

AYES: Brick, Freemire, Kinton, Knoth, Fish

NAYS: None

ABSTAIN: Bleile, King, Madrid, Townley

ABSENT: None

Motion carried.



**III. Public Hearing Case 2014-02 Walk and Wheel Master Plan and Program**

Freemire moved;

Knoth seconded: To open the public hearing for Case 2014-02 Walk and Wheel Master Plan and Program

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Fish

NAYS: None

Motion passes.

### Staff Presentation



John Voboril, Planner II, Community Development Department, was sworn in. Mr. Voboril stated one correction to his staff report, the notice of public hearing was posted on the City website from September 9, 2015 through September 22, 2015.

Mr. Voboril presented the staff recommendation for approval by the Commission and a favorable recommendation for adoption by City Council of the Walk and Wheel Master Plan and Program which supports the Comprehensive Plan.

Ms. Townley asked about the funding for the study; Mr. Voboril responded that the entire study was paid for by the grant from Kaiser Permanente. Mr. Kinton asked if the list of "quick wins" was exhaustive or if there are other projects that may be included. Mr. Voboril replied that some tasks that were presented during the study will be outlined in a white paper separate from the Master Plan and Program and will be shared with the Commission when completed.



### Public Testimony

No members of the public presented to testify.



### Discussion

The Commissioners did not have any questions for Mr. Voboril.



Brick moved;

Bleile seconded: To close the public hearing for Case 2014-02 Walk and Wheel Master Plan and Program

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Fish

NAYS: None

Motion passes.



Knoth moved;

Madrid seconded: To approve Case 2014-02 Walk and Wheel Master Plan and Program as written and forward to City Council with a favorable recommendation.

### Discussion



Mr. Brick stated that he feels that the Master Plan and Program supports the ideals of the authors of the 2003 Comprehensive Plan and will facilitate implementation of the vision of the Comprehensive Plan.



### Vote

Bleile – Yes, he agrees with Mr. Brick that the plan supports the vision that was laid out in 2003.

Brick – Yes, he thanked Mr. Voboril for developing a plan that can be implemented. He stated that he particularly likes the regional cooperation between Sheridan and Greenwood Village as

well as the business and employment goal. He feels that the plan will enhance the quality of life for the residents of Englewood.

Freemire – Yes, the plan offers the opportunity for the citizens of Englewood to participate in biking and walking activities and will improve the community.

King – Yes, the plan is consistent with the original Comprehensive Plan and supports the new Comprehensive Plan.

Kinton – Yes, he commented that he feels the plan is a step in the right direction for improving the pedestrian and bicycling experience in Englewood.

Knoth – Yes

Madrid – Yes

Townley – Yes, the plan ties in well with the goals and objectives outlined earlier. She congratulated Mr. Voboril on writing the grant and receiving the funding. She feels that it is an actionable plan with reasonable recommendations. The plan ties in well with the Surgeon General's call to action for walking and walkable communities as well as the Governor's initiative to invest in biking and walking infrastructures.

Fish – Yes, agrees with the previous comments and thanked the staff and consultants for putting together a great plan that will benefit the Commission by providing a resource to guide future decisions regarding projects.

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Fish

NAYS: None

Motion passes.



#### IV. Public Hearing Case 2015-09 4635 South Pearl Street Urban Lot Development

Knoth moved;

King seconded: To open the public hearing for Case 2015-09 4635 South Pearl Street Urban Lot Development

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Fish

NAYS: None

Motion passes.



#### Staff Presentation

Brook Bell, Planner II, was sworn in. Mr. Bell reviewed the applicable zoning regulations and the history of the property. The Commissioners were supplied with drawings of the proposed development, a single family home. The property meets all requirements for development of an Urban Lot and staff recommends approval of the case.

Mr. Knoth asked if the case would be forwarded to City Council. Mr. Bell responded that the only approval needed for the case is by the Planning and Zoning Commission.

The Unified Development Code (UDC) requires that development on vacant Urban Lots go through the same process for approval as non-conforming lots which includes a public hearing. Mr. Bell reviewed the dimensions of the proposed single family home and corresponding dimensional requirements of the UDC. The five criteria to be met for approval are:

1. The lot cannot otherwise be used for any purpose permitted within the zone district applicable to the property.
2. The waiver, or modification, if granted, is necessary to afford relief with the least modification possible of the development or dimensional standards otherwise applicable to the property.
3. The proposed development is consistent with the spirit and intent of the Comprehensive Plan.
4. The lot coverage, bulk plane, height, setbacks and massing of the proposed development will not vary substantially from the surrounding properties or alter the essential character of the neighborhood.
5. The proposed development is compatible with the established development patterns and intent of the zone district.

Mr. Fish asked how the lot was created, Mr. Bell replied that research of the property records revealed that the lot has been vacant since at least 1952. The result of the research is inconclusive with regards to the origins of the lot.

Mr. Freemire asked how the lot coverage of the proposed development compared to the rest of the neighborhood. Mr. Bell responded that it was his estimation that most of the homes in the neighborhood were built to less than the 40% maximum with many near 30% lot coverage.

Mr. Madrid commented on the property to the south of the subject property that has a structure built over the property line. The properties are under the same ownership but have not been combined; however if the structure were demolished, two single family homes could be constructed.

Mr. Bell provided clarification to the Commission regarding the reason for the hearing. The hearing is for the Commission to approve development on an Urban Lot based on the drawings submitted by the applicant. The drawings were supplied to illustrate the proposed setbacks, lot coverage and bulk plane dimensions of the structure.



#### Applicant Presentation

Christine Martin, 598 Leicester Lane, Castle Pines, CO 80108, was sworn in. Ms. Martin and her husband, Matthew, are going to purchase the lot contingent on approval of the development by the Commission. Their intent is to build a single family home for sale at a future date. She and the builder, Carl Fuhri, have previously completed two single family homes in Englewood, 4785 South Sherman Street and 4136 South Grant Street. Both of the homes were purchased by young couples. She believes that their development activities are in conformance with the Comprehensive Plan by providing housing to suit a variety of life cycle stages.



Mr. Brick asked if the homes on either side of the lot are rentals; Ms. Martin responded that she did not know. Mr. Brick asked if the intention is to sell the property, Ms. Martin replied that they do intend to sell the property once the home is completed.

Mr. King asked if they intend to have a basement; Ms. Martin explained that it will be slab grade, 24 inches deep.



### Public Testimony

Karen Schwartzkopf, 4616 South Pearl Street, was sworn in. Ms. Schwartzkopf is opposed to the development because the lot is too narrow and she feels that it is not aesthetically pleasing.



Stacy Denbow, 4609 South Pearl Street, was sworn in. Mr. Denbow is opposed to the proposed development because the architecture is inconsistent with the other homes on the street. Mr. Kinton asked for clarification on his comment that it is inconsistent; Mr. Denbow replied that there are no other small lots on the street and a two story home would look strange.



Chris Ransick, 4654 South Pearl Street, was sworn in. Mr. Ransick agrees with Mr. Denbow that the lot is very narrow and a two story structure would be out of character. He encouraged the Commissioners to visit the site. He is concerned about the home becoming a rental.



Katie Coons, 4655 South Pearl Street, was sworn in. Ms. Coons expressed concern about a structure on such a small and narrow lot. She has concerns about construction disrupting the residents in the neighborhood.



Mr. Bleile asked if Ms. Coons is aware that Englewood does not have design standards. She is aware and fears that without oversight the development in the neighborhood will be very inconsistent with the original homes.



### Rebuttal

Ms. Martin stated that the home will be substantially similar to the elevation drawing submitted for the hearing. It is her opinion that because Englewood is more affordable than Denver for young families it will most likely be sold to a young family. Mr. Madrid asked if the value of the home will be comparable to other homes in the neighborhood. Ms. Martin said it will be comparable and may possibly help improve property values in the area.



Mr. King asked how Ms. Martin learned that the lot was for sale; Ms. Martin replied that there was a sign on the property and it was listed in the MLS (Multiple Listing Service). Mr. Madrid asked about the setback requirements; Mr. Bell stated that the required setback for an Urban Lot is three feet. Mr. King added that there are many homes in the vicinity that were built with three foot setbacks. Mr. Madrid asked if there are any other uses for the property; Mr. Bell responded that there are no other uses for the property other than a single unit dwelling.



Ms. Townley asked if other properties could be modified with a second story; Mr. Bell responded that any of the other homes in the area could be changed without approval from the Commission.



Bleile moved;

Freemire seconded: To close the public hearing for Case 2015-09 4635 South Pearl Street Urban Lot Development

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Madrid, Townley, Fish

NAYS: None

Motion passes.



Knoth moved;

Madrid seconded: To approve Case 2015-09 4635 South Pearl Street Urban Lot Development

### Discussion



Freemire - The zoning is the same for all properties within the district and provides protection to all properties equally and affords equal rights to all property owners. Housing styles change over time in all communities due to market conditions, personal preferences and demand. The proposed structure is in compliance with the zoning code and allows development to take place impartially. The dwelling is consistent with what is available in the zone district.

Brick – The Commissioners are community representatives and the Commission is ruling not only on the conformity but also the appropriateness of the development.

Fish – The Commission should focus on the criteria that applies and whether or not the development meets the criteria in the zoning code. While the Commission does have the authority to apply a condition to the development, he is unsure that restricting the structure to one story is the correct action.



Townley – It would be difficult to restrict the structure to one story since all property owners in the surrounding neighborhood have the right to add a second story to their homes.



Kinton – He has personal experience with a home in his neighborhood that was demolished and a two story home was constructed. He does not feel that a height restriction should be imposed.



Madrid - The property owner has the right to build a two story home.

King – The proposed house does not vary substantially from the surrounding properties because they have the right and ability to build a two story house if they choose.



Knoth – He is glad to see empty lots developed.



### Vote

Bleile – He is glad that the Commission spent time creating the Urban Lot Development standards. He expressed appreciation to the neighbors who attended the hearing and the applicant. There are no negatives that contradict the Comprehensive Plan and the owners have a legal right to build. His vote is yes.



Brick – No, he feels that this particular property is not in character with the neighborhood. He agrees with Mr. Freemire's opinion that the owner does have rights but feels that the proposed house does not promote the general welfare of the area.



Freemire – Yes, he appreciates that this is a difficult decision but using the criteria put forth in the code, the development is acceptable.



King – Yes, it is a tough decision but it is more difficult when the Commission goes through the public process to change the code without citizen involvement until it becomes a relevant issue.



Kinton – Yes, it has been established that there is no other use for the lot and this use is compatible with the neighborhood. It is his hope that the developer will work with the neighborhood to minimize the impact of the construction.

Knoth – Yes

Madrid – Yes, neighborhoods are not static and there is no way to predict future development in the neighborhood. He agrees with Mr. Bleile and he does not agree with taking away use of the property.



Townley – Yes, this is not an easy decision and it is difficult to look at a vacant lot and and visualize the change that would occur especially with a small lot like this. Change is happening across the City and this is positive for the community and will help create a variety of different houses in Englewood. Property owners have the right to change the character of their homes.



Fish – Yes, he agrees with the other Commissioners in that they completed the public process to allow owners of Urban Lots to develop to the standards in the code.

Motion passes 8-1.



#### IV. PUBLIC FORUM

No members of the public were present to address the Commission.



#### V. ATTORNEY'S CHOICE

Deputy City Attorney Comer advised the Commission that he will be bringing information regarding alterations to the sign code to the study session October 6<sup>th</sup>.



#### VI. STAFF'S CHOICE

Mr. Bell informed the Commissioners that staff has formulated some ideas about how to proceed with the sign code revisions. He will share information regarding a Council Request on the topic of development standards in the R-2 zone districts. Future meetings will include a PUD (Planned Unit Development) revision, the sign code and the Comprehensive Plan public hearing. Chair Fish requested an electronic copy of the Comprehensive Plan be distributed to the Commission as soon as possible. It should be available to the Commissioners by October 21<sup>st</sup> when the public meeting is held. Mr. Flaherty added that lot coverage and solar access will be included with the examination of development standards.



#### V. COMMISSIONER'S CHOICE

Mr. Knoth commented on a recent Denver Post edition that featured the Governor biking but did not expand on the improvements that are planned. Ms. Townley added that funding should be available with the Governor's program to mitigate air pollution issues.

Mr. Brick congratulated Mr. Voboril on his work on the Walk and Wheel Plan and Program.

Mr. Kinton commented on the upcoming election and the lack of information that has been available to date. He stated that the local election will have more impact on the Community than the national election.

Mr. Madrid commented that there seems to be an increasing number of vacancies on Broadway. He asked what the City is doing to actively market the City; Mr. Flaherty responded that he will arrange to have Darren Hollingsworth, Economic Development Manager, attend a Commission meeting.

The meeting adjourned at 9:00 p.m.

/s/ Julie Bailey, Recording Secretary

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #2015-09 4635	)	
SOUTH PEARL STREET, URBAN LOT	)	
DEVELOPMENT, FINDINGS OF FACT	)	
AND CONCLUSIONS	)	FINDINGS OF FACT AND
	)	CONCLUSIONS OF THE
	)	CITY PLANNING AND
	)	ZONING COMMISSION
INITIATED BY:	)	
Matthew Martin, Trustee	)	
The Law Office of Matthew A. Martin, P.C. Trust)	)	
598 Leicester Lane	)	
Castle Pines, CO 80108	)	

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

Commission Members Absent: None

This matter was heard before the City Planning and Zoning Commission on September 22, 2015, 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 application which were incorporated into and made a part of the record of the Public Hearing.

After considering the statements of the witnesses 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 Case #2015-09 4635 South Pearl Street Urban Lot Development, 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 on the City of Englewood website from September 9, 2015, to September 22, 2015, and published in the *Englewood Herald* on September 10, 2015. Notice of the public hearing was posted on the property from September 10, 2015, to September 22, 2015.
3. THAT the Staff report was made part of the record.

4. THAT public testimony was received by five members of the public who expressed opposition to the development.
5. THAT the application for development meets the criteria set forth in the Unified Development Code Section 16-9-4: Nonconforming Lots, (a)-(e).
6. THAT the only permitted use for a 3,125 square foot lot in an R-1-C zone district is a one-unit dwelling on an Urban Lot.

### CONCLUSIONS

1. THAT the proposed site plan and elevations comply with the lot area, lot coverage, lot width, height, setback, and bulk plane requirements for an Urban Lot in the R-1-C zone district.
2. THAT the proposed one-unit dwelling will improve what is currently a vacant lot in the neighborhood and is compatible with the established development patterns and intent of the zone district.
3. THAT the lot coverage, bulk plane, height, setbacks and massing of the proposed development will not vary substantially from the surrounding properties or alter the essential character of the neighborhood.
4. THAT the proposed house is consistent with the Housing Goals and Objectives listed in the *Roadmap Englewood: 2003 Englewood Comprehensive Plan*.

### DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #2015-09 4635 South Pearl Street Urban Lot Development is approved.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on September 22, 2015, by Knoth, seconded by Madrid, which motion states:

*TO APPROVE CASE #2015-09 4635 SOUTH PEARL STREET URBAN LOT DEVELOPMENT*

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

Motion carried.

These Findings and Conclusions are effective as of the meeting on September 22, 2015.

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



Ron Fish, Chair

Englewood, CO 80113

October 19, 2015

Englewood City Council  
1000 Englewood Parkway  
Englewood, CO 80110

RE: Appeal of Case #2015-09 4635 South Pearl Street Urban Lot Development

Dear City Council Members;

Historically, the City of Englewood has not had zoning regulations in place to effectively allow building of structures on non-conforming lots. In 2013, at the recommendation of the Community Development Department ("CDD"), the Planning and Zoning Commission ("Commission") began to explore Amendments to Title 16: Unified Development Code regarding Small Lot Development Standards.

In the Council Communication dated August 4, 2014, the CDD provided background to the Englewood City Council ("Council") concerning the Commissions fact finding process. This included proposed amendments, summary and analysis to relevant sections for Title 16 of the UDC. According to Englewood City Council minutes, on September 2, 2014, Ordinance No. 45 Series of 2014 (Ordinance) was approved on second reading.

For the purposes of the subject development at 4635 S. Pearl Street, the relevant ordinance outlines what has been deemed "Urban Lots." These are lots zoned R-1-C with lot width greater than or equal to 25', but less than 37'; and with lot area greater than or equal to 3,000 sf, but less than 4500 sf. Specifically, the Ordinance states

*Whereas, the proposed amendments will effectively regulate small residential lots (hereafter called "Urban Lots") that contain or contained a one unit dwelling existing on or before February 23, 2004, and have 25 feet or more of Lot Width, 3,000 square feet of more of Lot Area, and will establish a process for the possible development of vacant Urban Lots of that size.*

On September 22, 2015, I attended a regular meeting of the Commission. I spoke in opposition at the public hearing for Case #2015-09 4635 South Pearl Street Urban Lot Development ("Development"), as did several of my fellow neighbors. During the same Commission hearing, the CDD provided a memo that the subject property, in the South Broadway Height Subdivision ("Subdivision"), has never contained a "dwelling unit". CDD Planner, Brook Bell, also stated for the record "research of the property records revealed that the lot has been vacant since at least 1952. The result of the research is inconclusive with regards to the origins of the lot." Mr. Bell also clarified to the Commission that the purpose of the hearing was to "...approve the development on an Urban Lot based upon drawing submitted by the applicant." City records indicate the lot on where this House will be built, is exactly 25 feet wide and 125 feet deep with 3,125 square feet. Ultimately, a motion was passed, 8-1 by the Commission to allow for a single family house ("House").

I am writing to you today, to appeal the Commissions' decision and ask that Council deny the Applicant the right to develop the planned House for the following reasons:

- The ordinance recommended by the Commission and passed by Council on Sept 2, 2014 states an Urban Lot 25 feet or greater in width, and 3,000 feet or more of square footage must contain, or have contained, a one unit dwelling before February 23, 2004.
- City records and Applicant renderings show the Development is 25 feet in width and 3,125 square feet.
- The CDD testified before the Commission on September 22, 2015 the property has been vacant since 1952 and has never contained a dwelling.
- Given 1) the Development is 25 feet wide and 2) has never contained a one unit dwelling, 3) Ordinance dictates the said property at 4635 S Pearl Street is not eligible for development of any one until dwelling.
- Based on Ordinance, the Commission should have denied the Applicants proposal to develop the said property at 4635 S Pearl Street.
- Therefore, on appeal before Englewood City Council the proposal to develop the said property at 4635 S Pearl Street must be denied.

I look forward to your response.

Regards



Katie Coons

Enclosure

City of Englewood

1000 Englewood Parkway

Englewood, CO 80110

Cynthia Brown

Englewood, CO 80113

October 21, 2015

Attn: Erik Keck, Englewood City Manager & Englewood City Council

Re: Appeal Zoning Decision 4635 S Pearl

- I am appealing the 9-22-2015 Planning and Zoning decision to allow a 2 story home on the 25 ft lot located on the of my property and home at 4635 S Pearl.
- My property is negatively affected by this decision.
- I was unable to exercise my right to protest at the 9-22 Public Hearing because I was in the hospital [REDACTED]
- My neighbors told the Commission that I was in the hospital , yet the Commission used my non attendance to support their approval.
- As approved this creates a fire hazard for my home and property.
- This decision denies my home and property light.
- This decision creates potential drainage issues for my property.
- This decision diminishes the use of my property, my privacy, my enjoyment and value of my home.
- This decision does permanently impair the use or development of adjacent conforming properties.
- This decision does alter the essential character of the neighborhood.
- Please accept this as notice that I am disabled and requesting appropriate accommodations for this process.
- Due to my disability I am requesting all communication and correspondence be copied to: Cassandra & Jeremy Letkomiller [REDACTED]

Sincerely,

[REDACTED]

Cynthia Brown

**Brook Bell**

---

**From:** Julie Bailey  
**Sent:** Thursday, October 22, 2015 7:35 AM  
**To:** Michael Flaherty; Brook Bell; Dugan Comer  
**Subject:** FW: Request For Rehearing Related To The Zoning Variance At 4635 S Pearl

FYI

**From:** Jeremy Letkomiller [mailto:████████████████████]  
**Sent:** Thursday, October 22, 2015 1:25 AM  
**To:** Eric Keck; Council; Julie Bailey  
**Subject:** Request For Rehearing Related To The Zoning Variance At 4635 S Pearl

This is a request for a rehearing on the zoning variance related to the property at 4635 S Pearl. In relation to the city municipal code 16-2-16, as an interested 3rd party, we believe that the planning and zoning commission has not performed due diligence on this matter, specifically related to fire safety, right to light/overshadowing (as outlined in the municipal code), and drainage issues. There is evidence that was not originally presented at the time of the first hearing and we believe that this information is necessary in order to make a rational, fair and educated decision.

Use of this variance will cause a decrease in property values to the adjacent homes and a loss of use that these neighbors on either side of 4635 purchased their property for. This could create a situation where the city could be sued.

We are acting as representatives for the next door neighbor to this property as she was hospitalized at the time of the original hearing and will not be able to attend the next hearing due to medical issues.

Please contact us with any questions on this matter and we look forward to enlightening you with further details on this matter at the next hearing.

Jeremy and Cassandra Letkomiller  
████████████████████

# MEMORANDUM



To: Dan Brotzman, City Attorney  
Eric Keck, City Manager  
Mike Flaherty, Deputy City Manager  
Lou Ellis, City Clerk  
Brook Bell, Planner II ✓  
Harold Stitt, Senior Planner

From: Dugan Comer, Deputy City Attorn

Date: November 4, 2015

Regarding: City Council Hearing Procedures

Hearing procedures in front of City Council are governed by Title 1, Section 10 of the Englewood Municipal Code. Englewood Municipal Code 1-10-2-6, states in part: If required, public notice of the date, time and place of the public hearing shall be made. Since there is a provision for a public notice regarding the hearing, the hearing is quasi-judicial in nature. The existence of an ordinance mandating notice and a hearing is evidence that the governmental decision is to be regarded as quasi-judicial. (See: State Farm v. City of Lakewood, 788 P.2d 808, 811 (Colo. 1990))

Where the commencement of the hearing is due to an appeal, the following must take place:

1. A written notice of appeal must be filed with the City Clerk, within 30 days of the decision of the board or commission by the aggrieved party. (EMC 1-10-2-4: Commencement of Proceedings)
2. Once the City Clerk has received the appeal, the Clerk shall refer the appeal to the hearing body, in this case the City Council, who will then set a date, time and place for the hearing. The City Council may authorize the Clerk to set the date, time and place for the hearing. (EMC 1-10-2-5: Referral to Hearing Body)
3. If required, public notice of the date, time and place of the public hearing shall be made by publishing on the City's official website or published once in the newspaper designated as the City's official newspaper, ten (10) days prior to the public hearing. (EMC 1-10-2-6: Public Notice)

Hearing Procedures. Pursuant to EMC 1-10-2-7(A), all quasi-judicial hearings shall be conducted in the following manner:

1. All parties and witnesses who appear and testify must do so under oath.
2. Cross-examination of all witnesses is allowed, upon the request of the interested parties.
3. All testimony must be recorded, verbatim, by stenographic or other recording system.

4. A written decision by the City Council which shall set forth the factual basis for the decision rendered.

The following order of procedure shall be followed in all Hearings: (EMC 1-10-2-7(B))

1. Documents shall be presented which show the commencement of the proceedings, and the form of public notice which was given.
2. Staff presentation shall be given concerning the issue before City Council.
3. The applicants presentation of any material evidence may be presented, which may include documents and testimony regarding the issue before the City Council.
4. Upon completion of the applicant's presentation of evidence, the City Council shall call upon any member of the public who wishes to speak in favor of the applicant.
5. At the conclusion of the evidence and testimony in favor of the applicant, the City Council shall call upon those individuals who wish to provide evidence through testimony or documents that oppose the application, petition or appeal.
6. Upon the conclusion of the opponent's evidence, the applicant shall be given an opportunity to present further evidence in rebuttal to the evidence presented by the opponents.
7. All documents and/or physical evidence presented at the hearing shall be marked as exhibits.

Since the hearing is quasi-judicial in nature the formal rules of evidence do not apply, and the City Council may consider any matter which a majority conclude is reasonably reliable and which will assist the Council in its deliberations and in reaching an accurate determination of the issues presented.  
(EMC 1-10-2-7(C))

## COUNCIL COMMUNICATION

Date	Agenda Item	Subject
November 16, 2015	11ai	Ordinance to approve the extension of a moratorium on new marijuana consumption establishments.
<b>INITIATED BY</b> Community Development Department		<b>STAFF SOURCE</b> Michael Flaherty, Interim Director, Community Development Department

### PREVIOUS COUNCIL ACTION

Ordinance 28, Series of 2015, created a moratorium on the establishment of new marijuana consumption establishments.

### BACKGROUND

City staff has worked with the affected departments and the Englewood Liquor and Marijuana Authority to evaluate information and potential impacts of marijuana consumption establishment. The Authority has created an Ad hoc committee to study the issue. While the committee has made progress, they have not yet formulated final recommendations to forward to City Council. Until Council has had the opportunity to review recommendations of the and establish regulations for potential future marijuana consumption establishments, the Community Development Department, through the Planning and Zoning Commission, cannot establish zoning regulations for the placement of potential new marijuana consumption establishment in the community.

### RECOMMENDED ACTION

The Community Development Department recommends that City Council approve the extension of the moratorium by six months to allow the Ad hoc committee of the Englewood Liquor and Marijuana Licensing Authority to complete their review and forward recommendations to City Council, and for City Council to act on the recommendations of the Authority.

### FINANCIAL IMPACT

There is no financial impact through the extension of the moratorium.

### LIST OF ATTACHMENTS

Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015

COUNCIL BILL NO. 59  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE EXTENDING THE EMERGENCY MORATORIUM ON THE ESTABLISHMENT OF NEW MARIJUANA CONSUMPTION ESTABLISHMENTS FOR AN ADDITIONAL SIX MONTH PERIOD.

WHEREAS, the City Council of the City of Englewood, Colorado established a moratorium on the establishment of new Marijuana Consumption Establishments by the passage of Ordinance No. 28, Series of 2015; and

WHEREAS, the original Moratorium was to run for six (6) months, terminating on January 21, 2016; and

WHEREAS, the Moratorium was intended to provide time for staff to work with the Englewood Liquor and Medical Marijuana Authority, and the Englewood Planning and Zoning Commission to establish licensing and zoning regulations; and

WHEREAS, an Ad Hoc Committee was formed to discuss the issues of regulating and licensing Marijuana Consumption Establishments with the goal of recommendations being presented to the Englewood Liquor and Medical Marijuana Authority and the Englewood Planning and Zoning Commission; and

WHEREAS, on October 22, 2015 the Englewood Liquor and Medical Marijuana Authority indicated that it desired to be the licensing agency for Marijuana Consumption Establishments in the City of Englewood; and

WHEREAS, the issue of zoning of Marijuana Consumption Establishments will be going before the Englewood Planning and Zoning Commission in December; and

WHEREAS, the issue of regulating and licensing of Marijuana Consumption Establishments went before the Englewood City Council at a Study Session on November 2, 2015; and

WHEREAS, the City Council referred the matter back to the Englewood Liquor and Medical Marijuana Authority to further address and make recommendations concerning:

- Whether a six (6) month inspection by the Fire Marshal should be required;
- Whether sale of food should be allowed;
- Whether security measures similar to retail marijuana should be adopted;
- Whether sharing of marijuana should be prohibited;
- Whether premise/plan should be inspected in same manner as liquor;
- Whether visible products should be prohibited;

- How should employees be protected from smoke and fumes;
- Whether hours of operation should be limited;
- Whether distancing from schools, parks and places where children congregate is appropriate;
- Whether requiring zoning to be located near public transportation is appropriate;
- Whether outdoor patios should be prohibited; and

WHEREAS, the Fire Marshal shall forward recommended changes to Englewood’s Fire Code to the Denver Fire Chief for approval; and

WHEREAS, an additional six month moratorium is needed to provide time for the drafting, review, and public hearing on the proposed ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT THERE SHALL BE A MORATORIUM ON THE ESTABLISHMENT OF NEW MARIJUANA CONSUMPTION ESTABLISHMENTS.

Section 1. The passage of this ordinance will preserve public property, health, peace and safety.

Section 2. The moratorium declares an additional six month moratorium on any new marijuana consumption establishments. Marijuana consumption establishments shall mean an organization, business, club, or commercial operation that allows its members or guests to burn, smoke, inhale the vapors of, or otherwise consume marijuana in any form on the premises of the business.

Section 3. During said moratorium the City Council directs City staff to develop appropriate recommendations to Council, consistent with the Colorado Constitution and State and local regulations.

Section 4. The City Council finds the provisions of this Ordinance are temporary in nature and are intended to be replaced by subsequent legislative enactment so that the moratorium or temporary suspension as specified in this Ordinance shall terminate on July 17, 2016.

Introduced, read in full, and passed on first reading on the 16th day of November, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 19th day of November, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 18th day of November, 2015 for thirty (30) days.

\_\_\_\_\_  
 , Mayor

ATTEST:

\_\_\_\_\_  
 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 16th day of November, 2015.

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

<b>Meeting Date:</b> November 16, 2015	<b>Agenda Item:</b> 11bi	<b>Subject:</b> Adoption of Official Corporate City Seal- 2 <sup>nd</sup> reading
<b>Initiated By:</b> City Clerk's Office	<b>Staff Source:</b> Shelley Becker, Director of Finance and Administrative Services  Loucrishia A. Ellis, City Clerk	

### PREVIOUS COUNCIL ACTION

The City adopted an Official Corporate City Seal by the passage of Ordinance No. 27, Series of 1971.

On December 3, 2001 City Council passed Ordinance No. 72, Series of 2001. This Ordinance changed the Official Corporate City Seal by the addition of "City of Englewood, Colorado" and "Seal" added around the perimeter of the City Mark.

On October 5, 2015 City Council passed Resolution No. 94, Series of 2015 adopting the City of Englewood's Brand Platform, which included the new Logo.

### RECOMMENDED ACTION

The City Clerk's Office recommends City Council adopt, on second reading, an ordinance approving a new Official Corporate City Seal, by adding the recently approved Logo.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

It is customary for a City to have an Official Corporate City Seal as a representation of the character of the City.

### FINANCIAL IMPACT

Cost estimate – 2 embossing tools and 2 rubber stamps: \$170.00 each = \$680.00 total. This cost was not included in the 2015 budget, but funds are available in the City Clerk's budget.

### LIST OF ATTACHMENTS

Proposed Official Corporate City Seal  
Proposed bill for an ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015

COUNCIL BILL NO. 57  
INTRODUCED BY COUNCIL  
MEMBER OLSON

AN ORDINANCE AMENDING TITLE 1, CHAPTER 9, SECTIONS 2 AND 3, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO THE OFFICIAL CORPORATE CITY SEAL.

WHEREAS, the City adopted a City Mark and Corporate Seal by the passage of Ordinance No. 27, Series of 1971; and

WHEREAS, the City Council of the City of Englewood amended Title 1, Chapter 9, Section 3 of the Englewood Municipal Code by the passage of Ordinance No. 72, Series of 2001; and

WHEREAS, the Englewood City Council adopted a new logo on October 5, 2015 by the passage of Resolution No. 94, Series of 2015 supporting the adoption of the recommended brand platform; and

WHEREAS, the passage of this Ordinance will change the Official Corporate City Seal to incorporate the new logo.

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

Section 1. The City Council of the City of Englewood, Colorado hereby amends Title 1, Chapter 9, Section 2, of the Englewood Municipal Code 2000, by deleting in its entirety.

~~1-9-2: City Mark.~~

~~A City mark, or logo, is hereby established as a graphic representation of the history and character of the City. "Englewood" means "wooded place" and depicts an oasis of trees. It is, therefore, appropriate that the City's mark be a representation of a tree within a circle of green in accordance with the following: A tree grows and blooms with branches and leaves. In much the same manner a city branches out with streets and blooms with industry and homes. The circle represents order and protection. Just as a city is never perfect or complete, an imperfect and incomplete "E" is contained in the mark. The color green confirms life. A manual of graphic standards, which incorporates the mark and typical applications thereof, is to be maintained in the official files of the office of the City Clerk.~~

Section 2. The City Council of the City of Englewood, Colorado hereby amends Title 1, Chapter 9, Section 3, of the Englewood Municipal Code 2000, to read as follows:

**1-9-3 2: Corporate Seal.**

The ~~e~~Corporate ~~City s~~Seal of the City shall be an impression of the new City mark logo with “City of Englewood, Colorado” and “Seal” around the outside perimeter, ~~of the City Mark as hereinbefore described.~~

Section 3. 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 4. 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.

Introduced, read in full, and passed on first reading on the 2nd day of November, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 5th day of November, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 4th day of November, 2015 for thirty (30) days.

Read by title and passed on final reading on the 16th day of November, 2015.

Published by title in the City’s official newspaper as Ordinance No. \_\_\_\_, Series of 2015, on the 19th day of November, 2015.

Published by title on the City’s official website beginning on the 18th day of November, 2015 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

\_\_\_\_\_  
, Mayor

ATTEST:

\_\_\_\_\_  
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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2015.

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Loucrishia A. Ellis

## COUNCIL COMMUNICATION

Date	Agenda Item	Subject
November 16, 2015	11ci	Resolution approving the extension of the agreement with the Humane Society of South Platte Valley for continuation of animal sheltering services.
<b>INITIATED BY</b> City Manager's Office		<b>STAFF SOURCE</b> Michael Flaherty, Deputy City Manager

### PREVIOUS COUNCIL ACTION

The current agreement for animal sheltering services between the City of Englewood and the Humane Society of South Platte Valley (HSSPV) was approved by City Council Resolution 84, Series of 2014.

### RECOMMENDED ACTION

Staff recommends approval of this Resolution.

### BACKGROUND, ANALYSIS AND ALTERNATIVES IDENTIFIED

The current term of the City's agreement with HSSPV expires on December 31, 2015, however, a renewal clause provides for extension of the agreement for an additional four years, through December 31, 2019, subject to the agreement of both parties. The operations of HSSPV have meet the requirements of the City and both parties have tentatively agreed to the extension, subject to City Council approval.

### FINANCIAL IMPACT

Under the terms of the agreement the City may renew for a additional four year term, subject to the provisions of the TABOR amendment. The cost of services for 2016 is \$82,103.38, based on the HSSPV Government Cost Allocation 2016 model, as specified in the current agreement.

### LIST OF ATTACHMENTS

City Council Resolution  
Animal Sheltering Services Agreement Amendment

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2015

A RESOLUTION APPROVING AN ADDENDUM FOR RENEWAL OF THE "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 City Council of the City of Englewood 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 by the passage of Resolution No. 85, Series of 2014; and

WHEREAS, the passage of this Resolution authorizes the City of Englewood to enter into an Addendum to extend the 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 Addendum extending the City of Englewood Agreement for Animal Sheltering Services between the Humane Society and the South Platte Valley, Inc. until December 31, 2019, 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 16<sup>th</sup> day of November, 2015.

ATTEST:

\_\_\_\_\_  
, 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 2015.

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



RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2015

A RESOLUTION SPECIFYING AID TO OTHER AGENCIES FOR 2016 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 2016 at the Study Session on October 26, 2015.

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 2016 Budget of the City of Englewood, Colorado for aid to other agencies;

SOURCE OF FUNDS:

Total 2016 Budget for Aid to other Agencies     \$ 18,250.00  
General Fund for In-Kind Services                 \$ 2,121.25

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
Bessie's Hope	\$ 100		\$ 100
Brothers Redevelopment	\$ 1,000		\$ 1,000
Color Esperanza	\$ 100		\$ 100
Cornerstone Food Bank	\$ 700		\$ 700
Englewood Cultural Arts Center Asso. Center Association	\$ 300		\$ 300
EHS Homecoming Parade		\$ 650	\$ 650
Englewood Historic Preservation Soc.	\$ 250		\$ 250
Family Tree/House of Hope	\$ 2,500		\$ 2,500
Freedom Service Dogs		\$ 600	\$ 600
Gateway Battered Women's Shelter	\$ 1,000		\$ 1,000
Greater Englewood Chamber		\$ 500	\$ 500
Holy Cow Food Bank – Mosaic	\$ 700		\$ 700
Hope-Helping Other People Excel	\$ 700		\$ 700
Hospice Of Metro Denver	\$ 100		\$ 100
Inter-Faith Task Force	\$ 5,000		\$ 5,000
Meals on Wheels	\$ 3,000		\$ 3,000

Pirates Youth Sports	\$ 1,000		\$ 1,000
Special Olympics Program	\$ 800	\$ 371.25	\$ 1,171.25
Up Close and Musical	\$ 1,500		\$ 1,500
Discretionary	\$ 2,400		\$ 1,750
Total	\$18,250	\$2,121.25	\$22,121.25

ADOPTED AND APPROVED this 16th day of November, 2015.

ATTEST:

\_\_\_\_\_  
, 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 2015.

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

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2015

COUNCIL BILL NO. 58  
INTRODUCED BY COUNCIL  
MEMBER WILSON

AN ORDINANCE AMENDING TITLE 6, CHAPTER 1, SECTION 8, OF THE ENGLEWOOD MUNICIPAL CODE 2000 ADOPTING SMOKING PROHIBITIONS, STATE STANDARDS, FURTHER DEFINING PUBLIC BUILDINGS AND UNIFYING THE DEFINITION OF TOBACCO THROUGHOUT THE CODE.

WHEREAS, Colorado Revised Statutes §25-14-207 permits a city to enact, adopt, and enforce smoking regulations that cover the same subject matter as certain provisions of the Colorado Clear Indoor Air Act; and

WHEREAS, no local authority may adopt any local regulation of smoking that is less stringent than the provisions of part 2 of the Act; except that a local authority may specify a radius of less than fifteen feet for the area included within an entryway; and

WHEREAS, the municipal courts or their equivalent in any city, city and county, or town have jurisdiction over violations of smoking regulations enacted by a city; and

WHEREAS, the City Council of the City of Englewood, Colorado finds that further restricting public areas where smoking is prohibited protects the public health safety and welfare of the citizens of Englewood; and

WHEREAS, the City Council finds that it is in the best interest of the City of Englewood to protect non-smokers from involuntary exposure to smoke; and

WHEREAS, the City Council finds that the purpose of these regulations promote the public health, safety, and welfare of the citizens of Englewood.

NOW, THEREFORE, BE IT ORDAINED 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 amending Title 6, Chapter 1, Section 8, of the Englewood Municipal Code 2000 to read as follows:

6-1-8: SMOKING RESTRICTIONS.

A. Definitions.

The definitions set forth in C.R.S. §25-14-203 shall apply unless the context otherwise requires or such terms are more specifically set forth in the Englewood Municipal Code.

B. Public Building is further defined to include the property surrounding such building, including but not limited to parking lots.

C. General Smoking Restrictions:

Except as provided in Section 6-1-8(D) of this Chapter, and in order to reduce the levels of exposure to environmental tobacco and marijuana smoke, smoking shall not be permitted and no person shall smoke:

1. In any indoor area, including, but not limited to:

- a. Public meeting places.
- b. Elevators.
- c. Government owned or operated means of mass transportation, including, but not limited to, buses, vans, and trains.
- d. Taxicabs and limousines.
- e. Grocery stores.
- f. Gymnasiums.
- g. Jury waiting and deliberation rooms.
- h. Courtrooms.
- i. Child daycare facilities.
- j. Healthcare facilities including hospitals, healthcare clinics, doctor's offices, and other health care related facilities.
- k. Any place of employment that is not exempted. In the case of employers who own facilities otherwise exempted from this Chapter, each such employer shall provide a smoke free work area for each employee requesting not to have to breathe environmental tobacco smoke. Every employee shall have a right to work in an area free of environmental tobacco smoke.
- l. Food service establishments.
- m. Bars.
- n. Limited gaming facilities and any other facilities in which any gaming or gambling activity is conducted.
- o. Indoor sports arenas.
- p. Restrooms, lobbies, hallways, and other common areas in public and private buildings, condominiums, and other multiple-unit residential facilities.

- q. Restrooms, lobbies, hallways, and other common areas in hotels and motels, and in at least seventy-five percent (75%) of the sleeping quarters within a hotel or motel that are rented to guests.
- r. Bowling alleys.
- s. Billiard or pool halls.
- t. Facilities in which games of chance are conducted.
- u. The common areas of retirement facilities, publicly owned housing facilities, and nursing homes, but not including any resident's private residential quarters or areas of assisted living facilities.
- v. Public buildings including the property and parking lots surrounding such a property.
- w. Auditoria.
- x. Theaters.
- y. Museums.
- z. Libraries.
  - i. Public and nonpublic schools.
  - ii. Other educational and vocational institutions.
  - iii. The entryways of all buildings and facilities listed in above Subsections i and ii.

D. Exceptions to Smoking Restrictions.

This Chapter shall not apply to:

1. Private homes, private residences, and private automobiles; except that this Chapter shall apply if any such home, residence, or vehicle is being used for childcare or day care or if a private vehicle is being used for the public transportation of children or as part of healthcare or daycare transportation:
2. Limousines under private hire.
3. A hotel or motel room rented to one or more guests if the total percentage of such hotel or motel rooms in such hotel or motel does not exceed twenty-five percent (25%).
4. Any retail tobacco business.
5. The Privately-Owned outdoor area of any business, except that the entryways of businesses located in a building or facility listed in Section 6-1-8(C)(2) and outdoor areas referenced in Section 6-1-8(C)(1) shall be subject to the provisions of this Chapter.

6. A place of employment that is not open to the public and that is under the control of an employer that employs three (3) or fewer employees.
7. A private, nonresidential building on a farm or ranch, as defined in Section 39-1-102 Colorado Revised Statutes that has annual gross income of less than five hundred thousand dollars (\$500,000.00).
8. The areas of assisted living facilities that are designated for smoking for residents, are fully enclosed and ventilated and to which access is restricted to the residents or their guests. As used in this Subsection (H), "assisted living facility" means a nursing facility, as that term is defined in Section 25.5-4-103 of the Colorado Revised Statutes, and an assisted living residence, as that term is defined in Section 25-27-102 of the Colorado Revised Statutes.
9. Smoking in vehicles so long as the windows, roof, and doors are closed and sealed.
10. Smoking areas designated by the Englewood City Manager.

Section 2. Uniform definition of Tobacco. The following definition of tobacco shall apply to E.M.C. 6-1-8, and, E.M.C. 7-6E-8

Tobacco: Cigarettes, cigars, cheroots, stogies, and periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff and snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts, refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or for smoking in a cigarette, pipe, electronic smoking device, or otherwise, or both for chewing and smoking. "Tobacco" also includes cloves and any other plant matter or product that is packaged for smoking

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 2nd day of November, 2015.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 5th day of November, 2015.

Published as a Bill for an Ordinance on the City's official website beginning on the 4th day of November, 2015 for thirty (30) days.

Read by title and passed on final reading on the 16th day of November, 2015.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2015, on the 19th day of November, 2015.

Published by title on the City's official website beginning on the 18th day of November, 2015 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

\_\_\_\_\_  
, Mayor

ATTEST:

\_\_\_\_\_  
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 the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2015.

\_\_\_\_\_  
Loucrishia A. Ellis

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2015

A RESOLUTION INCREASING THE ANNUAL SALARY FOR THE CITY MANAGER OF THE CITY OF ENGLEWOOD, COLORADO FOR THE CALENDAR YEAR 2016.

WHEREAS, the City Council for the City of Englewood, by Section 49 of the Englewood Home Rule Charter, has the responsibility of establishing the salary for the City Manager; and

WHEREAS, the City Council has determined to give the City Manager a 3% increase based upon experience, competitive municipal city manager salaries and satisfaction with performance; and

WHEREAS, the City Manager's current salary is \$165,000.00 and shall be increased to \$169,950.00; and

WHEREAS, in addition, the Englewood City Council has determined to give the City Manager a one-time \$3,000 bonus.

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

Section 1. For the year 2016 the annual base pay for the City Manager shall be increased 3% to \$169,950.00 commencing on January 1, 2016.

Section 2. In addition, Englewood City Council has determined to give the City Manager a one-time \$3,000 bonus.

ADOPTED AND APPROVED this 16th day of November, 2015.

ATTEST:

\_\_\_\_\_  
, 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 2015.

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