

**Agenda for the
Regular Meeting of the
Englewood City Council
Monday, December 19, 2011
7:30 pm**

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

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
 - a. Minutes from the Regular City Council Meeting of December 5, 2011.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
 - a. Keep Englewood Beautiful will present the 2011 Holiday Lighting Awards.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. 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.

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

9. Consent Agenda Items.
 - a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.
 - i. Council Bill No. 73, approving a cooperative agreement between the City of Englewood and Englewood Schools relating to the Flat 14ers Initiative.
 - ii. Council Bill No. 74, amending sections of the Englewood Municipal Code pertaining to contractor licensing fees and other licensing requirements.
 - c. Resolutions and Motions.
10. Public Hearing Items. (None Scheduled.)
11. Ordinances, Resolutions and Motions
 - a. Approval of Ordinances on First Reading.
 - b. Approval of Ordinances on Second Reading.
 - c. Resolutions and Motions.
 - i. Recommendation from the Building and Safety Division to adopt a resolution setting contractor licensing fees. **Staff Source: Lance Smith, Chief Building Official.**
 - ii. Recommendation by the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee to approve, by motion, the purchase for four new over-the-road tractors from Transwest Trucks. The total amount of the purchase is \$498,784 by the Colorado Department of Transportation bid price. **Staff Source: Stewart Fonda, Director of Utilities and Jim Tallent, Treatment Division Manager.**
 - iii. Recommendation from the Utilities Department to approve, by motion, the purchase of a TV van and power control unit. Staff recommends awarding the bid to the lowest acceptable bidder, Boyle Equipment Company, in the amount of \$123,275. **Staff Source: Stewart Fonda, Director of Utilities.**
 - iv. Recommendation from the Community Development Department to approve, by motion, awarding a contract for fabrication and installation of bike route signage. Staff recommends awarding the contract to the lowest acceptable bidder, Artcraft Signs, in the amount of \$21,871.70. **Staff Source: John Voboril, Long Range Planner II.**

12. General Discussion.
 - a. Mayor's Choice.
 - b. Council Members' Choice.
 - i. Council Bill No. 76, amending sections of the Englewood Municipal Code pertaining to ballot question 2d concerning parking vehicles on private property.
 - ii. Resolution approving the City of Englewood's "Aid to Other Agencies" contributions for 2012.
13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment.

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 73
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE AUTHORIZING A “COOPERATIVE AGREEMENT” BETWEEN THE CITY OF ENGLEWOOD AND ARAPAHOE SCHOOL DISTRICT NO. 1, ARAPAHOE COUNTY RELATING TO THE “FLAT 14ERS INITIATIVE” PROJECT.

WHEREAS, Flat 14ers is a movement-based initiative that challenges individuals to virtually climb Colorado’s 14ers by utilizing resources and open spaces in the City of Englewood; and

WHEREAS, by walking, running, playing, and engaging in sports and other activities, participants will accumulate steps that will then be used to track how many Colorado Flat 14ers they have climbed; and

WHEREAS, by designating Englewood Parks, paths, walking trails, and Englewood School spaces, participants walking a designated space a certain number of times they will gather enough steps to climb the designated Colorado 14er; and

WHEREAS, children, parents, residents and non-residents alike are encouraged to participate in the “Flat 14ers” program in order to increase the physical activity of the entire community and utilization of the City of Englewood’s Open Spaces; and

WHEREAS, the passage of this Ordinance will authorize the “Cooperative Agreement” between the City, and the Englewood School District in support of developing Flat 14ers routes within the City;

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 and approves Attachment 1, a “Cooperative Agreement” for the development of the Flat 14ers Program between the City, and the Arapahoe School District No. 1.

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

Introduced, read in full, and passed on first reading on the 5th day of December, 2011.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 9th day of December, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of December, 2011 for thirty (30) days.

Read by title and passed on final reading on the 19th day of December, 2011.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2011, on the 23rd day of December, 2011.

Published by title on the City's official website beginning on the 21st day of December, 2011 for thirty (30) days.

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. ____, Series of 2011.

Loucrishia A. Ellis

Cooperative Agreement

Partnership between Arapahoe School District 1 and the City of Englewood

This Cooperative Agreement ("CA") describes and confirms the expectations and responsibilities of The City of Englewood ("City") and Arapahoe School District 1 ("District") related to the "Flat 14ers Initiative" ("Initiative") as described in this CA. The term of this CA will be from the date of final signature(s) will be school years 2011-2015 for the involved District and City sites (Exhibit A), unless partially or wholly terminated earlier pursuant to the conditions outlined in Section III. Colorado Statute C.R.S. §22-32-118 allows for off-hour use of School District open-air playgrounds.

I. DESCRIPTION OF PROJECT

"Flat 14ers" is a movement-based initiative that challenges individuals to virtually climb Colorado Flat 14ers by utilizing resources and open spaces in their own neighborhood. By walking, running, playing, and engaging in sports and other activities, participants will accumulate steps which will then be used to track how many Colorado Flat 14ers they have "climbed." Designation of local parks, paths, walking trails, and school spaces (including school perimeters, tracks, gyms, etc.) are a key component of this initiative. Activity tracking will be achieved via a free, special website that is being developed by America on the Move, which will offer a child-friendly logged-in area. It is not necessary to have access to the Internet to engage in this program, however. By simply walking a designated space a certain number of times (e.g. six times around Centennial Park), participants will understand that they have gathered enough steps to climb a certain Colorado 14ers.

Several local and national organizations have come together to develop, implement, and promote the Flat 14ers concept including CBS4, The Children's Hospital, America on the Move, Colorado Parks and Recreation Association, and Tri-County Health Department. Utilizing funds from the Communities Putting Prevention to Work Initiative grant (CPPW), Tri-County Health Department is implementing and promoting Flat 14ers at fourteen school districts and their associated Parks and Recreation departments within the Tri-County area (Adams, Arapahoe, and Douglas Counties.)

An initial focus of the program is on middle school students, due to a 19.6% increase in obesity of children aged 6-11 from 1980 to 2008¹. Parents, staff, residents and non-residents alike are encouraged to participate in this program as well in order to increase the physical activity of the entire Tri-County population and utilization of our open spaces.

The schools and park identified as viable Flat 14ers routes are listed in Exhibit A.

¹ Healthy Youth: Childhood Obesity. Centers for Disease Control. <http://www.cdc.gov/healthyyouth/obesity/>

B. City Responsibilities:

1. Gain approval of this Initiative and the parameters herein by City Council/Governance Board
2. Designate responsible person who will:
 - a. Participate in meetings with appointed student work group
 - b. Promote use of the City and District Flat 14ers routes and encourage usage of all Englewood Flat 14ers routes.
3. Identify and name a Flat 14ers route at a City park (a 14,000 foot mountain name such as "Mount Evans")
4. Measure the distance of the identified route and the number of steps required to complete the route.
5. Participate in "Annual Summit" **
6. Maintain the Flat 14ers signs that are located on the grounds of the designated Flat 14ers City park. This means that the City will make every effort to remove graffiti from the signs. When it is not possible to remove graffiti, or if a sign is badly damaged and negatively affects the appearance of the route or city property, it will be removed and the City is not obligated to replace it.

C. District Responsibilities:

1. Gain approval of this Initiative and the parameters herein by respective School Board.
2. Designate a responsible person (the Wellness Committee chairperson) at the District who will:
 - a. Facilitate annual meeting with appointed student work group
3. Appoint a District-wide student work group that will:
 - a. Promote use of the City and District Flat 14ers routes and encourage usage of all Englewood Flat 14ers routes.
 - b. Monitor and evaluate the Flat 14ers Initiative within the District.
 - c. Participate in "Annual Summit."
4. Identify and name Flat 14ers routes around school grounds (a 14,000 foot mountain name such as "Mount Evans").
5. Measure the distance of the identified route and the number of steps required to complete the route.
6. Maintain the Flat 14ers signs that are located on the grounds of the designated Flat 14ers school routes. This means that the District will make every effort to

remove graffiti from the signs. When it is not possible to remove graffiti, or if a sign is badly damaged and negatively affects the appearance of the route or school property, it will be removed and the District is not obligated to replace it.

D. Mutual Responsibilities:

1. A work group will meet at least annually to monitor the Flat 14ers Initiative and this group will hold conference calls or meetings, as appropriate, to review the performance of the Initiative.
2. The City and District will determine the number of signs required, along with the appropriate language for each sign, to be posted along the created City and District routes. These signs will measure the distance(s) traveled.
3. The City and District will review and evaluate the Flat 14ers Initiative prior to the beginning of the school year to review successes and plans for expansion (of the Flat 14ers Initiative).
4. Subject to the terms and conditions of this CA, the City and District staff agrees to cooperate and use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this CA.
5. Neither the City nor the District are required to replace damaged or stolen Flat 14ers signs; each party may do so, however at their own discretion.
6. All signs must be installed by March 1, 2012.

II. TERMINATION

This CA may be wholly or partially terminated at any time during this Initiative with 48 hours of written notice by either party.

III. NOTICE TO ALL PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

TO THE DISTRICT: Assistant Superintendent or designee, Englewood Schools, 4101 S. Bannock, Englewood, CO 80110.

TO THE City: Director of Parks and Recreation, City of Englewood Parks and Recreation, 1155 W. Oxford Ave., Englewood, CO 80110.

IV. MISCELLANEOUS

1. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made in the sole and absolute discretion of the City, and all approvals, consents and determinations to be made by the District hereunder may be made in the sole and absolute discretion of the District.
2. This instrument contains the entire agreement between the parties with respect to matters set forth herein and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.
3. The section and other headings of this CA are for convenience of reference only and shall be disregarded in the interpretation of this CA.

V. PARTY SIGNATURES TO CA

I have read all of the provisions outlined in this CA, and agree to comply with every provision listed herein.

City Date

District Date

** Annual Summit: Annual meeting of all involved to come together to acknowledge successes and plan for future.

Exhibit A – selected schools and park

EXHIBIT A

The District schools that have been identified as viable Flat 14ers routes are:

Bishop Elementary

Charles Hay World School

Cherrelyn Elementary

Clayton Elementary

Englewood Middle School

The City of Englewood Park that has been identified as a viable Flat 14ers route is:

Centennial Park Trail Loop

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 74
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE AMENDING TITLE 5, CHAPTER 7, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO CONTRACTOR LICENSING.

WHEREAS, the Contractor Licensing and Fees section of the Englewood Municipal Code has not been updated since 1985, and is outdated; and

WHEREAS, the ICC testing program is reciprocal with all ICC member jurisdictions nationwide; and

WHEREAS, the passage of this Ordinance will bring Contractor Licensing and Fees in the Englewood Municipal Code up to date;

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 5, Chapter 7, of the Englewood Municipal Code 2000, to read as follows:

5-7: CONTRACTOR LICENSING

5-7-1: Definition.

Contractor: Any person, firm, partnership, corporation, association or organization, or any combination thereof, who undertakes for himself, or with or for another, to build, construct, alter, repair, add to, wreck or move any building or structure, or any portion thereof, or do any work or supervise any work for which a license is required under the provisions of this chapter for a fixed sum, price, fee percentage, trade in kind, or other compensation including the cost of the materials or labor or any combination thereof.

5-7-2: Applicability of Provisions.

The provisions of this Chapter shall apply to all contractors, as defined in Section 5-7-1, with the following exceptions:

- A. Any homeowner(s) desiring to build, construct, alter, repair, add to or demolish a Group R-3 or Group U occupancy or any accessory building thereto, which he owns is owned by, and is their primary residence of the homeowner(s); is not income or rental property, and who is doing such work himself the homeowner(s) are doing the work themselves.

- B. Any public utility company engaged in the installation, operation and maintenance of equipment used for the production, generation or distribution of a utility product or service, when such installation, operation and maintenance is performed on facilities owned and operated by the utility company. (This exemption shall not apply to buildings owned or used by a public utility company.)

5-7-3: - Authority.

- A. *General:* This chapter provides for the licensing and registration of contractors as defined and stipulated herein.
- B. *Licenses:* The Division of Building and Safety is vested with the authority to establish licensing procedures, to qualify applicants for licenses, to establish and administer examinations for license applicants, to authorize the issuance and renewal of licenses and to suspend or revoke licenses. The Chief Building Official is vested with the authority to issue and to renew licenses pursuant to said authorization and to suspend or revoke such licenses.
- C. *Registration Of Electrical, Plumbing And Plumbing/Mechanical Contractors:* The Division of Building and Safety is vested with the authority to establish registration procedures for electrical, plumbing and plumbing/mechanical contractors and to qualify applicants for certificates of registration. The Chief Building Official is vested with the authority to issue and to renew certificates of registration and to suspend or revoke certificates of registration.
- D. *Stop Work Order:* Any authorized agent of the Division of Building and Safety may issue a stop work order to any contractor or workman when he/she finds it necessary to enforce the provisions of this Chapter. Commencement of work, after a stop work order has been issued, shall not take place until all proper licenses or certificates of registration have been issued to the contractor or contractors involved.

5-7-4: License and Certificate of Registration Required.

- A. *Scope:* A license or certificate of registration is authority granted to the contractor to whom it is issued to perform work authorized under the applicable provisions of this Municipal Code. Licenses or certificates of registration are not transferable.
- B. *Required:* Licenses or certificates of registration shall be required for the types of work described in this Chapter.
- C. *Application:* Every applicant for a license or certificate of registration shall fill out the appropriate application form which the Division of Building and Safety has provided for that purpose. Additional information in excess of that requested on any application form may be required by the Chief Building Official or his/her designee for purposes of verifying the qualifications of any applicant.
- D. *Proof Of State License Required:* Every applicant for an electrical, plumbing or plumbing/mechanical contractor certificate of registration shall be required to submit with the application proof of a valid and current master's license issued by the State for the licensee or employee named on the application form.

5-7-5: - License Examinations.

- A. Any person submitting an application for a Class A, Class B, Class C, Class D, or Class E contractor's license shall be required to satisfactorily complete a qualifying examination ~~administered by the Division of Building and Safety~~ when the Chief Building Official determines that any of the following conditions exist:
1. Information provided by the applicant does not allow the Chief Building Official to determine if the applicant is qualified for the class of license applied for.
 2. Information provided by the applicant indicates he/she is unqualified for the class of license applied for.
 3. More than twelve (12) months have elapsed since the expiration of the applicant's last valid City contractor's license.
 4. The applicant has had his/her City license suspended or revoked during the previous twelve (12) months.
 5. The applicant has been in violation of any of the provisions of subsection 5-7-11B of this Chapter during the previous twelve (12) months.
- B. Any applicant who is denied a license based on the Chief Building Official's determination that he/she is unqualified for the particular license applied for may qualify for such license by satisfactorily completing the appropriate contractor license examination.
- C. Failure to satisfactorily complete any contractor licensing examination shall be grounds for the Chief Building Official to deny issuance of the license applied for. ~~Reexaminations shall be administered no sooner than two (2) weeks from the date of unsatisfactory completion of any examination.~~
- D. ~~The fee for all contractor licensing examinations (including reexaminations) shall be thirty dollars (\$30.00) to cover the cost of materials and clerical duties associated with administering such examinations.~~
- E. D. The standard method of conducting contractor licensing examinations shall be determined by official Division policy. Such policy shall be posted conspicuously for viewing and perusal in public office areas of the Division of Building and Safety.

5-7-6: - Conditions of License and Certificate Issuance.

- A. ~~License, Certificate of Registration; Issued. Upon the endorsement of the Chief Building Official, a~~ After a determination from the information and references provided, that the applicant does not have a required State license under revocation and is qualified for the type of license or certificate of registration sought, or upon satisfactory completion of an appropriate contractor licensing examination, a license or certificate of registration may be issued by the City License Officer Chief Building Official.
- B. *License, Certificate of Registration Denied; Appeal.* In the event that an application for a license or certificate of registration is denied, the applicant may request a review of the

application by the Board of Adjustment and Appeals. A fee of twenty dollars (\$20.00) shall accompany the appeal request, which amount shall be returned to the applicant in the event the Board orders issuance of the license. The fee for an appeal shall be as set forth in EMC 16-2-3(C).

- C. *License, Certificate of Registration Renewal and Expiration.* All licenses and certificates of registration, except those which are revoked or suspended, may be renewed within the twelve (12) month period after the date of expiration upon proper, qualified application and payment of the required license or registration fee. Licenses and certificates of registration shall expire one year from the date of issuance.
- D. *Work Done Without License or Certificate of Registration; Penalty.* Starting work on any project before the required license or certificate of registration has been secured will result in a ~~fifty percent (50%)~~ one hundred percent (100%) increase of the license or registration fee being levied against the contractor involved. In the event that the contractor cannot qualify for the required license or certificate of registration for the work which has been started, such contractor shall be denied any licensing or registration privileges in the City for a period of twelve (12) months and shall forfeit his right to complete any work already contracted for within the City, for which he is not qualified or licensed to perform.
- E. *License or Certificate of Registration Changes.*
1. *Change of Name.* A licensee or registrant shall provide written notification to the Division personally, or by mail, of any change of name or address within fifteen (15) days after making the change. In the case of notification by mail, notification shall be complete upon receipt. A new license or certificate of registration shall not be required for the change.
 2. *New Licenses or Certificates of Registration Required.* The creation of a new corporation, partnership or other legal entity even though one or more members, officers or directors have a license or certificate of registration shall require that a new license or certificate of registration be obtained within thirty (30) days after the change is made.
 3. *Dissolution.* The dissolution of a corporation, partnership or other legal entity which has been licensed or registered terminates the license or certificate of registration and no person may operate under that license or certificate of registration.
 4. *Nontransferability of License or Certificate of Registration.* A license held by one person shall not be transferable to another person.

5-7-7: - Contractor Responsibilities.

Each contractor shall be responsible for performing all work in accordance with the provisions of this Chapter and for compliance with the following directives:

- A. To report in writing to the Division within three (3) working days, any accident occurring in any construction, demolition or undertaking which has resulted in lost time, injury or death to any person or damage to any building, structure or utility.
- B. To provide minimum safety measures and equipment to protect workmen and the public.

- C. To have in their possession, at all times, the license document or certificate of registration for the work they are performing.
- D. To present the license document or certificate of registration when requested by an agent of the Division of Building and Safety.
- E. To obtain permits when required by this Code.
- F. To obtain inspection services when required by this Code.
- G. To pay any fees assessed under the authority of this Chapter.
- H. To obey any order or notice issued under the authority of this Chapter.
- I. To comply with all other applicable provisions of the Englewood Municipal Code and any secondary regulations adopted therein.
- J. To complete all work authorized by the issuance of a City permit.
- K. To perform all work in a manner consistent with standard accepted building practices.

5-7-8: - Classification of Contractor Licenses.

There are hereby established the following contractor license classifications with respective descriptions of the types of work authorized to be performed:

- A. *Class A. Unlimited General Contractor.* This license shall entitle the holder to contract for the erection, construction, alteration or repairing of any type of building or structure.
- B. *Class B. Limited General Contractor.* This license shall entitle the holder to contract for the erection, construction, alteration or repairing of any type building or structure not of Type I or Type II construction, and for the nonstructural interior finish or remodel of any type of building.
- C. *Class C. ~~Jobber~~ Residential Contractor.* This license shall entitle the holder to contract for the erection, construction, alteration or repairing of any building classified as a Group R-3 or Group U occupancy and for the nonstructural interior finish or remodel of any type of building.
- D. *Class D. Contractor.* This license shall entitle the holder to engage in contracting for labor, or for labor and material, involving one trade, or group of related trades, as enumerated below:
 - D-1. *Lathing, plastering and dry wall.* Installation of all lathing, plastering and dry wall including the installation of nonbearing partitions and stucco.
 - D-2. *Roofing and siding.* Installation of roofing coverings including valleys, gutters and downspouts and installation of wood, metal, vinyl or other siding.
 - D-3. *Waterproofing.* Installation of waterproofing and dampproofing for foundations.

- D-4. *Masonry*. Placement and forming of all types of masonry.
 - D-5. *Excavators, caisson drillers and drain layers*. Excavate for foundations, drill foundation caissons and excavate trenches for, and lay, drain piping.
 - D-6. *Concrete*. Forming and pouring for concrete buildings and structures including footings, foundations and flatwork.
 - D-7. *Swimming pools*. Installation of swimming pools, with the exception of utilities.
 - D-8. *Fire protection systems*. Installation and repair of fire extinguishing and protection systems of all types.
 - D-9. *Insulation*. Installation of all types of building insulation.
 - D-10. *Fences*. Installation of all types of fences except masonry.
 - D-11. *Mobile homes*. Installation of mobile homes including leveling, blocking, skirting, gas, water and sewage connections and permitted accessory items.
 - D-12. *Lawn sprinkler*. Installation of lawn sprinkler systems.
 - D-13. *Patio covers, decks, carports, siding and awnings*. Installation, repair and maintenance of patio covers, decks, carports, siding and awnings.
 - D-14. *Glass and glazing*.
 - D-15. *Wood framing*. The fabrication and erection of wood framing for all types of buildings or structures.
 - D-16. *Structural steel and metal*. The fabrication and erection of structural steel and metal for all types of buildings and structures.
- Class E. Special Contractor*. This license shall entitle the holder to contract for one particular class of specialty work including, but not limited to, the types of work enumerated below:
- E-1. *HVAC contractor*. The installation, alteration, addition to or repairing of warm air heating, ventilation, evaporative and refrigeration cooling, hot water heating (including water heaters), solar heating, natural gas piping, wood burning stove, prefabricated fireplace and exhaust systems and related appurtenances.
 - E-2. *Sign contractor*. The fabrication, installation, erection, repair or maintenance of all types of signs.
 - E-3. *Elevator contractor*. The installation, alteration, repair and maintenance of elevators, escalators, moving walks and other similar equipment.
 - E-4. *Special contractor*. This license shall entitle the holder to contract for any trades not specifically classified elsewhere in this Chapter but which involve work specifically

associated with the construction industry (i.e. - satellite dish installation, installation of underground flammable liquid storage tanks, etc.)

Class F. Structure Mover and Demolition Contractor.

F-1. Structure mover. This license shall entitle the holder to engage in the movement or transportation of houses, building, structures, or any portions thereof, within or through the City. A structure mover shall provide proof, with his license application, that he has obtained the following minimum insurance coverages in regard to his trade as a structure mover:

Death or injury to any one person \$ 100,000.00
Total liability in any accident 300,000.00
Property damage 50,000.00
Umbrella policy (over 3 stories) 1,000,000.00

The insurance shall cover the liability of the licensee with respect to all work performed by him, and any vehicles used by him, or his agents, subcontractors or employees, and shall hold the City harmless from any liability arising out of the work authorized by the permit.

F-2. Demolition contractor. This license shall entitle the holder to engage in the work of razing, demolishing or destroying buildings and structures of all types. Any demolition contractor shall provide proof, with his license application, that he has obtained the following minimum insurance coverages in regard to his trade as a demolition contractor:

Death or injury to any one person \$ 50,000.00
Total liability in any accident 300,000.00
Property damage 50,000.00

The insurance shall cover the liability of the licensee with respect to all work performed by him/her, and any vehicles used by him/her, or his/her agents, subcontractors or employees, and shall hold the City harmless from any liability arising out of the work authorized by the permit.

5-7-9: - Classification of Certificates of Registration.

There are hereby established the following contractor certificates of registration with respective descriptions of the types of work authorized to be performed:

- A. *Electrical Contractor:* The installation, alteration, repair, renovation, or maintenance of electrical wiring, appliances and apparatus for the purpose of electrical light, heat, power or signal systems or other similar purposes within or affixed to any building or structure.
- B. *Plumbing Contractor:* The installation, alteration, repair, renovation, or maintenance of all plumbing fixtures, potable water distribution systems, sewer systems, natural gas piping, automatic water heaters and solar heating equipment within or affixed to any building or structure.

- C. *Plumbing/Mechanical Contractor*: The installation, alteration, repair, renovation, or maintenance of all plumbing fixtures, potable water distribution systems, sewer systems, natural gas piping, automatic water heaters, solar heating equipment, warm air heating systems, ventilation systems, evaporative and refrigeration cooling systems, hot water heating systems, exhaust systems and related appurtenances within or affixed to any building or structure.

5-7-10: - Fees for Licenses and Certificates of Registration.

The City Council shall determine and set license and certification of registration fees for this Chapter by resolution. [43]

5-7-11: - License and Certificate Suspension or Revocation.

A. *Definitions*:

1. *Suspension*: Suspension shall mean that the authority to perform work authorized by any legally issued City contractor license or certificate of registration is temporarily withdrawn for a period of time not to exceed six (6) months.
2. *Revocation*: Revocation shall mean that any legally issued City contractor license or certificate of registration shall become null and void. The affected licensee or registrant may not apply for a new license or certificate sooner than one year from the date of revocation. Revocation action may remain in effect as long as any violation of this Code remains unabated.

B. *Authority*: The Chief Building Official shall, upon receipt of a verified complaint in writing, or upon personal observation of any violation of the provisions of this Chapter, require any licensee or registrant to appear before the Chief Building Official for a hearing, upon fourteen (14) days' notice in writing to said licensee or registrant at his/her last known post office address. The Chief Building Official shall have the power to suspend or revoke any contractor license or certificate of registration, if the Chief Building Official shall find by a preponderance of evidence that the licensee or registrant has:

1. Abandoned any contract without legal cause.
2. Diverted funds or property received for performance of a specific contract and applied such fund for any other purpose, or failed to use such funds for the performance of said contract.
3. Fraudulently departed from or disregarded approved plans and/or specifications during the performance of any construction activity.
4. Wilfully and/or deliberately disregarded any provision of this Municipal Code or any provision of any secondary code adopted herein.
5. Misrepresented a material fact in order to obtain a license, certificate or permit.
6. Engaged in any wilful, fraudulent act as a contractor by which another is injured.

- 7. Used his/her license or certificate of registration to obtain permits for another.
 - 8. Carelessly or negligently failed to provide reasonable safety measures for the protection of workmen and the public.
 - 9. Failed or refused to obtain a permit for any work prior to starting a job.
- C. *Faulty Construction Corrected:* When a license or certificate of registration is suspended, no new permits shall be issued to such licensee or registrant until any faulty construction has been corrected in accordance with the provisions of this Municipal Code. In the event that any faulty construction is not corrected within six (6) months of the suspension, the Chief Building Official shall have the authority to revoke the license or certificate of registration in question.
- D. *Emergency Suspension:* The Chief Building Official may make an emergency suspension of any license or certificate of registration should the actions of the contractor involved pose an immediate, serious and imminent threat to the health, safety and welfare of the residents of the City. Such emergency suspension shall not continue longer than sixty (60) days without a hearing before the Board of Adjustment and Appeals.

5-7-12: - Prohibited Acts.

It shall be unlawful for any person to engage in business as a contractor within the City without having first obtained an appropriate license or certificate of registration.

5-7-13: - Penalties.

- A. Any person who shall violate any of the provisions of this Chapter or who shall violate or fail to comply with any order made thereunder, and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by the Board of Adjustment and Appeals, or by a court of competent jurisdiction, within the time fixed therein, shall be considered to have violated this Code and shall be subject to those penalties prescribed in Section 1-4-1 of this Municipal Code. The imposition of one penalty for any violation shall not excuse the violation nor permit it to continue, and all such persons shall be required to correct or remedy such violation within a reasonable time.
- B. The suspension or revocation of any license or certificate of registration or other privileges conferred by the City shall not be regarded as a penalty for the purposes of enforcement of this Code.

 FOOTNOTE(S):

(43) Pursuant to C.R.S. 12-23-111, no registration fee shall be required of an electrical contractor or master electrician who is properly licensed or registered with the Colorado State Electrical Board. (Back)

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

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

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

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

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

Introduced, read in full, and passed on first reading on the 5th day of December, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of December, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of December, 2011 for thirty (30) days.

Read by title and passed on final reading on the 19th day of December, 2011.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2011, on the 23rd day of December, 2011.

Published by title on the City's official website beginning on the 21st day of December, 2011 for thirty (30) days.

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. ____, Series of 2011.

Loucrishia A. Ellis

COUNCIL COMMUNICATION

DATE: December 19, 2011	AGENDA ITEM: 11 c i	SUBJECT: Contractor License Fees
INITIATED BY: Fire Department/Division of Building and Safety		STAFF SOURCE: Lance Smith, Chief Building Official

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION:

Ordinance to amend EMC Title 5-7 and increase contractor licensing fees was approved at the Council Meeting on December 5, 2011.

RECOMMENDED ACTION:

EMC Section 5-7-10 calls for Council to determine and set license and certificates of registration fees by resolution. Staff recommends increasing all contractor license fees by twenty-five dollars (\$25.00).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED:

License fees have not been increased since 1985, while costs of processing licenses and maintaining these records have increased.

FINANCIAL IMPACT:

Increasing fees by twenty-five dollars (\$25.00) will increase revenues by approximately \$31,000.00.

LIST OF ATTACHMENTS:

Resolution Establishing Annual Fees

RESOLUTION NO. _____
SERIES OF 2011

A RESOLUTION ESTABLISHING ANNUAL FEES FOR CONTRACTOR LICENSES AND CERTIFICATES OF REGISTRATION FOR THE CITY OF ENGLEWOOD, COLORADO.

WHEREAS, the Englewood City Council amended Title 5, Chapter 7 of the Englewood Municipal Code pertaining to Contractor Licensing with the passage of C. B. 74, Series 2011; and

WHEREAS, Section 5-7-10 of C. B. 74, Series of 2011 states that license fees and certificate of registration fees for this Chapter shall be determined by resolution; and

WHEREAS, the passage of this proposed Resolution establishes the Contractor Licenses and Certificates of Registration Fees for the City of Englewood, Colorado;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the setting of Contractor Licenses and Certificates of Registration Fees, as follows:

Contractor License Fees:

Class A Unlimited General Contractor \$225
Class B Limited General Contractor \$150
Class C Contractor \$100
Class D Contractor \$75
Class E Special Contractor \$75
Class F Structure Mover/Demolition Contractor \$75

Certificates of Registration Fees:

R-2 Plumbing Contractor \$75
R-3 Plumbing/Mechanical Contractor \$100

ADOPTED AND APPROVED this 19th day of December, 2011.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2011.

Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date December 19, 2011	Agenda Item 11 c ii	Subject L/E WWTP Over-the-Road Tractor Purchase
INITIATED BY L/E WWTP Supervisory Committee		STAFF SOURCE Stu Fonda, Utilities Director Jim Tallent, Treatment Division Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Over-the-Road (OTR) tractors are used to transport domestic wastewater biosolids to application sites in eastern Arapahoe County. In 2004, Council approved a 5 year lease for OTR tractors with AIM NationalLease. In 2008, the lease was renegotiated and extended for an additional 2 years for a reduced price. This lease expired in September 2011.

RECOMMENDED ACTION

The action recommended is to approve, by motion, purchase approval for four (4) new, Over-The-Road tractors from Transwest Trucks. The total amount of this purchase, using State Bid pricing through the Colorado Department of Transportation, is \$498,784.00.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Since 1990, leasing OTR tractors has been the business practice of the L/E WWTP. With a lease agreement, the leasing company is responsible to provide all equipment, maintenance and emergency road services. A bid was completed in May 2011 to replace existing equipment with new vehicles and a new lease agreement.

Following this bid, a more detailed financial cost analysis was conducted to further evaluate the most beneficial financial approach to replace OTR tractors, continue equipment lease or purchase equipment outright. The financial analysis assumes a minimum 10-year equipment life and includes full maintenance in all cases (full maintenance is included in the bid lease option and, if equipment is purchased, Englewood ServiCenter will provide full maintenance under the existing repair/maintenance program). Various purchase options were evaluated and one-time purchase is the lowest cost option.

The Supervisory Committee discussed all options presented (including respective Sewer Fund availability) and approved a one-time purchase as the most economic long-term alternative. It is anticipated that the purchase will not impact the current 2012 L/E WWTP budget request. However, the need for a supplemental budget request will be evaluated at a later date.

FINANCIAL IMPACT

This purchase is not included in the annual operating budget for 2012. However, lease funding (\$84,000) is currently included, which will offset the purchase expense in 2012. The balance will come from the Sewer Fund balance. The Cities of Englewood and Littleton will share the cost of this capital expenditure 50/50.

LIST OF ATTACHMENTS

1. State-bid pricing documentation
2. Cost analysis spreadsheet



COLORADO DEPARTMENT OF
TRANSPORTATION
AWARD NUMBER 311000303

Freightliner Coronado SD Tractor **\$ 138,575.00**

Optional Equipment per City of Englewood

Omit Ramsey H-930 Winch, Cab Guard and Central Hydraulic System	(24,950.00)
450 Engine ILO 485 HP Engine	(2,475.00)
13 Speed Transmission ILO 18 Speed Transmission	(538.00)
40,000 # Tandem Rear Axles & Suspension ILO 46,000 # Tandem Rear Axles & Suspension	(3,701.00)
34" Mid-Roof Sleepercab	8,757.00
Espar Diesel Fired Engine Preheater	2,328.00
Combination Wet Line Kit	4,950.00
7 Years / 250,000 Mile Cummins Engine Warranty ILO 3 Years / 300,000 Mile Cummins Engine Warranty	<u>1,750.00</u>
Total Options	(13,879.00)
Total Revised Bid Price	\$ 124,696.00

**NOTICE OF AWARD RENEWAL
COLORADO DEPARTMENT OF TRANSPORTATION**

AWARD NUMBER 311000303 (THIS IS NOT A PURCHASE ORDER, SEE NOTE BELOW)	Re: Invitation For Bid # HAA IFB 11-048 MM Period Covered: 10/5/2010 thru 9/30/2012 ONE possible renewal options remaining
VENDOR NO. 1000203 VENDOR NAME: Transwest Truck ADDRESS: 7626 Brighton Rd. Commerce City CO 80022 CONTACT: Will Schafer PHONE: 303 301 7509 FAX NO: 303 288 2310 EMAIL DELIVERY: 100 to 150 Days	INVOICE TO: Invoice address on Purchase Order for Colorado State Agencies, Institutions and political subdivisions MATERIAL GROUP NUMBER: 07045 – Truck Tractor -5th Wheel

This award is for the purchase of Road Tractor units per the specifications, terms and conditions of bid HAA IFB 11-048 MM and this award.

Make and Model of unit awarded: Freightliner, Coronado

Agreement price, each unit, before options: \$138,575.00

Price applies to Cummins and Detroit Diesel powered units.

See options table, page two.

Conditions of Award: Award is made to above referenced vendor for supplying the commodity/service specified above and on any attached supplementary pages per bid specifications to be ordered on an "as needed" basis , with two (2) one year renewal periods, at CDOT option. This award is in year ONE of 3 possible years total. Prices shall be firm through the first 12 months of award. **Requests for any proposed price changes after the first 12 months must be submitted along with supporting documentation, to CDOT Purchasing, a minimum of sixty (60) days prior to the proposed effective date of such change. A new award notice will be issued for each additional renewal year that CDOT selects. EITHER PARTY MAY CANCEL ON 30 DAYS WRITTEN NOTICE.**

NOTE: THIS AWARD IS A NOTICE OF INTENT TO PURCHASE ONLY. VARIOUS CDOT PERSONNEL AS NEEDED WILL ORDER MATERIALS. MATERIAL ORDERED BY CDOT THAT COST \$5000.00 OR MORE PER ITEM, OR AGGREGATE, MUST BE ORDERED VIA PURCHASE ORDER. OTHER COLORADO STATE AGENCIES, INSTITUTIONS OR POLITICAL SUBDIVISIONS MAY ORDER MATERIALS BASED ON THIS AWARD. AGENCIES OTHER THAN CDOT ORDERING MATERIAL BASED ON THIS AWARD MUST ORDER VIA THEIR OWN PURCHASE ORDER SYSTEM. CDOT WILL ONLY BE RESPONSIBLE FOR MATERIAL ORDERED AND RECEIVED BY IT. NO QUANTITIES ARE GUARANTEED AS A RESULT OF THIS AWARD. QUANTITIES ORDERED WILL BE BASED UPON ACTUAL REQUIREMENTS.

Please direct inquiries on this award to CDOT Purchasing, phone: 303 757 9798 Fax: 303 757 9669	Approved By: <i>Michael Moore</i> , CPPB, Purchasing Agent
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Financial Analysis Details Over-The Road Tractors

Vendor Options	Number of Units	Annual Lease/Purchase Cost (duration of contract)	Total Lease or Purchase Expenditure	Residual Value after 10 yrs. (based upon vendor estimate of 40%)	Total Annual Mileage Charge (based upon \$.078 per mile) ²	Annual Equipment Cost	Annual Full Maintenance Program ServiCenter provided ⁶	Annual Full Maintenance Program Vendor provided (inc. mileage) ⁷	Annual Cost-Including Vendor Provided Full Maintenance (4 units)	10-year Total Cost - Vendor Maintained ⁵	Annual Cost-Including ServiCenter Provided Full Maintenance (4 units)	10-year Total Cost - ServiCenter maintained ⁵
Current AIM Lease - lease (7 year @\$1,550/unit) ¹	4	\$74,400	\$520,800	NA	\$13,104	\$87,504	NA	included	\$87,504		NA	NA
2011 AIM Lease as bid (6.5 year @\$1,753/unit) ¹	4	\$84,144	\$546,936	NA	\$13,104	\$97,248	NA	included	\$97,248		\$24,000	\$916,112
Purchase leased units ⁴		\$200,000						\$38,124	\$108,371		NA	\$1,011,410
Equipment Purchase Options												
One-time Cash Purchase Estimate (State bid)	4	\$500,000	\$500,000	\$200,000	NA	\$30,000	\$24,000	NA	\$68,124	\$681,240	\$54,000	\$540,000
Daimler Truck Financial Lease/Purchase (4 year) ³	4	\$139,372	\$557,484	\$200,000	NA	\$35,748	\$24,000	NA	\$73,872	\$738,724	\$59,748	\$597,484
Daimler Truck Financial Lease/Purchase (5 year) ³	4	\$113,610	\$568,050	\$200,000	NA	\$36,805	\$24,000	NA	\$74,929	\$749,290	\$60,805	\$608,050
Note: There is no inflation adjustment allowance in any of these estimates												
¹ lease cost only - units returned to vendor at end of lease												
² mileage based on 3,500 miles/unit/month												
³ "Lease to buy" quote from Daimler Truck Financial includes "finance charge"												
⁴ Estimated purchase price - \$50,000 est. unit purchase negotiable from vendor and not an option under current lease agreement												
⁵ Assuming 10-year life expectancy of <i>purchased</i> equipment												
⁶ Estimated ServiCenter provided maintenance - \$500/month full maintenance each unit (4 units)												
⁷ Estimated AIM provided maintenance - \$2,085/month full maintenance for 4 units (total)												

COUNCIL COMMUNICATION

Date December 19, 2011	Agenda Item 11 c iii	Subject Purchase of a TV Van
INITIATED BY Utilities Department		STAFF SOURCE Stewart H. Fonda, Director of Utilities

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

None.

RECOMMENDED ACTION

The Englewood Water and Sewer Board, at their October 11, 2011 meeting, recommended Council approval by motion of the purchase of a TV van and power control unit. Staff recommends awarding the bid to the lowest acceptable bidder, Boyle Equipment Company, in the amount of \$123,275.00.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The TV van allows the wastewater collection crew to inspect the sanitary and storm water systems from the inside of the pipe. This will provide an inline view for inspecting pipe quality, root infiltration, protruding taps, offset joints and manhole invert connections, blockages and debris in mains. Staff requested an upgrade to a steerable camera transporter. The steerable transporter will enable the unit to navigate around offset joints and obstacles greatly enhancing the ability to inspect lines, allowing a more accurate view to look into tap connections, buried manholes and collapsed pipe severity.

Three bids were received from vendors for a TV van.

Boyle Equipment Company	\$118,775.00
DW Inspection Systems	\$129,467.00
Hydro Physics Pipe Inspection	\$132,144.00

Boyle Equipment Company was the acceptable low bidder in the amount of \$118,775.00, plus \$4,500.00 for the steerable camera transporter upgrade, for a total of \$123,275.00.

FINANCIAL IMPACT

Boyle Equipment Company is the recommended bidder at \$123,275.00.

The Utilities Department budgeted \$125,000.00 for this piece of equipment in the 2011 Budget under #411605 61401 and 61301.

LIST OF ATTACHMENTS

Bid Proposal Tabulation
Memo – Staff Recommendation
Excerpt from the October 11, 2011 Water & Sewer Board Minutes

City of Englewood Bid Tabulation Sheet

Bid Opening: August 31, 2011 2:00 PM MDT

ITEM: IFB-11-025 Utility Van with T.V. Mounted Inspection System



Contractor	Total Bid	Receipt of Addendum #1 Y/N	Brochures and Literature Y/N	Exceptions:	Estimated Delivery Date
DW Inspection Systems					
11780 Fairplay St					
Brighton, CO 80603					
303-632-8236					90 to 150
Kelly Dawson	\$129,467.00	Y	Y	None	Days ARO
Boyle Equipment Compnay					
7550 Dahlia St					
Commerce City, CO 80022					
303-287-1200					90 to 120
Brian Lopez	\$118,775.00	NO	Y	None	Days
Hydro Physics Pipe Inspection					
1230 S Inca St					
Denver, CO 80223				*System listed 825' deliverable in	
303-806-0622				30 days. The 1000' system	
Kemper Hipple	\$132,144.40	Y	Y	available 1/1/2012	30 days *

MEMORANDUM

TO: Stu Fonda, Director of Utilities

FROM: Tom Brennan, Utilities Engineer

DATE: September 26, 2011

RE: IFB-11-025, Utility Van with T.V. Mounted Inspection System

The Utilities Department staff has reviewed the above mentioned Invitation for Bid and has determined that Boyle Equipment Company's bid is the lowest, technically acceptable bidder.

The City received three bids for IFB-11-025 and they were as follows:

- Boyle Equipment Company: \$118,775.00
- DW Inspection Systems: \$129,467.00
- Hydro Physics Pipe Inspection: \$132,144.40

The approved budgeted amount for the TV System is \$125,000.00. The Utility Department staff has requested an upgrade from the specified non-steerable camera transporter to a steerable camera transporter. The price for the upgrade is \$4500.00 bringing the bid price to \$123,275.00. A steerable transporter will enable the unit to navigate around offset joints and obstacles greatly enhancing the ability to inspect lines. Therefore, the award will be made to Boyle Equipment Company for \$123,275.00.

**WATER & SEWER BOARD
MINUTES**

**Tuesday, October 11, 2011.
5:00 P.M.**

**COMMUNITY DEVELOPMENT CONFERENCE ROOM
ENGLEWOOD CITY HALL**



Meeting called to order at 5:01 p.m.

Roll Call.

Present: Clyde Wiggins, Wayne Oakley, Kells Waggoner, Jim Woodward, Bob McCaslin, Stewart Fonda, Cathy Burrage

Absent: Jim Higday, Tom Burns, Chuck Habenicht, Linda Olson, Jo Lay.

Also present: Manager of Administration Bock, Engineer IV Brennan, Field Services Coordinator Pierce, Billing Analyst Church, Deputy City Clerk Bush

Mayor Woodward welcomed Kells Waggoner and Wayne Oakley as new members to the Board, along with Jo Lay (who was absent). Mr. Waggoner and Mr. Oakley signed the oaths of office.



6. PURCHASE OF A TV VAN.

Tom Brennan, Utilities Engineer, discussed the purchase of a TV van and power control unit.

Motion: To recommend Council approval of the purchase of a TV van and power control unit from Boyle Equipment Company in the amount of \$123,275.00.

Moved; Kells Waggoner

Seconded: Tom Burns.

Vote: Motion carried (summary: Yes = 7, No = 0).

COUNCIL COMMUNICATION

Date: December 19, 2011	Agenda Item: 11 c iv	Subject: Approval of a Contract with Artcraft Signs authorizing the fabrication and installation of Bicycle Route Signage
Initiated By: Community Development Department		Staff Source: John Voboril, Long Range Planner II

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council was briefed on an application for the Englewood Master Bicycle Plan Route Assessment and Implementation Program proposal submitted by Community Development to Tri-County Health Department for funding under the Communities Putting Prevention to Work (CPPW) program at Council Study Sessions held on June 21 and November 22, 2010. Council adopted a Bill for an Ordinance authorizing an Intergovernmental Agreement (IGA) between the City of Englewood and Tri-County Health Department that authorizes the City to receive CPPW funding for the express purpose of carrying out the tasks outlined in the Englewood Master Bicycle Plan Route Assessment and Implementation Program at the December 6, 2010 Council Regular Meeting. Council was briefed on the recommendations of the program on October 24, 2011.

RECOMMENDED ACTION

Staff recommends that Council approve a contract with the lowest bidder, Artcraft Signs, in the amount of \$21,871.70 for the purpose of supplying and installing bicycle route signage to implement the route and signage plan developed by OV Consulting.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Community Development and OV Consultants, under the guidance and assistance of the City's Procurement Specialist, developed a bid package for a comprehensive signage plan which was posted on the State of Colorado Bidnet website. A total of six bids were received. The lowest bidder was Artcraft Signs. OV Consultants conducted an interview with Artcraft Signs and received a positive recommendation from the City and County of Denver Parks and Recreation Department on similar work done for Denver in the recent past. Based on the lowest bid, the interview, and the positive recommendation, staff recommends awarding the contract to Artcraft Signs.

FINANCIAL IMPACT

Funding in the amount of \$21,871.70 is provided entirely by the Tri-County CPPW grant.

LIST OF ATTACHMENTS

Contract with Artcraft Signs
Bid Tabulation Sheet

SAMPLE CONTRACT

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this _____ day of _____, 20___, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and _____, whose address is _____, ("Contractor"), commencing on the day of _____, 20___, and continuing for at least 15 (fifteen) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: ENGLEWOOD BICYCLE ROUTE SIGNAGE IMPLEMENTATION PROGRAM

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

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

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

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

Invitation to Bid
Contract (this instrument)
Insurance
Performance Payment Maintenance Bond
ITB-11-028 Drawings, sheet 1 through 8

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

- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **twenty (20) days** from being notified to commence work

by the Director of Community Development and agrees to fully complete said work by **March 8, 2012**. Due to federal deadlines to appropriate funds, no extensions of time may be granted, any remaining installation work must cease, and any remaining uninstalled signage must be turned over to the City.

- D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.

- E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.

- F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

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

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

_____ (\$ _____)

- H. Appropriation of Funds: At present, \$ _____ has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.
- I. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.
- J. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.
- K. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Community Development whose decision upon the matter shall be final and obligatory upon the Contractor.

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

(a) **Employees, Contractors and Subcontractors**: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor will not knowingly

employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

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

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

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

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

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

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Contractor's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Contractor shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

CITY OF ENGLEWOOD

By: _____

Date: _____

ATTEST: _____

City Clerk

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS That we
_____ hereinafter called the Principal, and
_____ hereinafter
called the Surety, are jointly and severally held and firmly bound unto **THE CITY OF ENGLEWOOD**, County of **ARAPAHOE**, State of **COLORADO**, hereinafter called the Owner, in the sum of _____
\$ _____), lawful money of the United States of America, to be paid to the Owner for the payment whereof the Principal and Surety hold themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly bound by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____ entered into a Contract with the Owner for the construction of the **ENGLEWOOD BICYCLE ROUTE SIGNAGE IMPLEMENTATION PROGRAM**, which Contract is by reference made a part hereof the same as though fully set forth herein;

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. The Principal shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may incur in making good any default.

SECOND. To the extent permissible by law, the Principal shall protect, defend, indemnify and save harmless the Owner, the Architect-Engineer, and their officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including in part the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Principal, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Principal's direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services.

THIRD. The Principal shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment used or rented in the performance of Principal's Contract.

Contractor's Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation, and shall keep the same in said work and repair without further compensation for a period of two (2) years from and after completion and acceptance thereof by the City. The determination of the necessity for the repair or replacement of said work, and associated incidentals or any portion thereof, shall rest entirely with the Director of Community Development, whose decision upon the matter shall be final and obligatory upon the Contractor.

Every Surety on this bond shall be deemed and held, any Contract to the Contrary notwithstanding, to consent without notice:

1. To any extension of time to the Contractor in which to perform the Contract.
2. To any change in the Plans, Drawings, Specifications, Contract or other Contract Documents, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.

Further, every Surety on this bond shall pay to this Owner all costs and attorney fees necessary to enforce the provisions on the bond provisions contained herein.

Unless prohibited by law, an action on the payment and performance provisions of this bond may be brought by the Owner or any person entitled to the benefits of this bond at any time within five years from date of final settlement of the Contract, and under the maintenance provisions of this bond an action may be brought within five (5) years from the time the cause of action arises.

Principal and Surety are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS _____ day of _____, 2011.

IN PRESENCE OF:

WITNESS: (As to Individual)

Principal

ATTEST: (As to Corporation)

By

Secretary

Name Title

(CORPORATE SEAL)

Surety

COUNTERSIGNED:

By

() Resident Agent (Print name below)

Attorney in fact,

Street Address

City, State, Zip

(SEAL OF SURETY)

(Accompany this bond with Attorney-in-fact's authority from the Surety to execute the bond, certified to include the date of the bond.)

Approved for the City of Englewood

By _____
Gary Sears, City Manager

RECEIPT, RELEASE, WAIVER OF CLAIMS

JOB DESCRIPTION:

THE UNDERSIGNED ACKNOWLEDGES having received payment from _____
_____ in the sum of _____
_____ Dollars (\$_____) for the job above described.

In consideration of said payment, the undersigned acknowledges and affirms that all work, labor, and materials furnished, delivered, or performed to or for said above described job were in fact furnished, delivered, or performed by the undersigned or his agent, employees and servants, or by and through subcontractors or material men or their agents, employees and servants.

The undersigned further affirms that the attached receipts and releases represent payment in full and release in full of all and any existing or possible future claims or rights against said construction and premises and any money in the hands of the City of Englewood appropriated or set apart for payment of all or any of said work, labor, skill and materials.

Signed _____, 20__.

(Name of entity including corporate name)

By _____

Title:

STATE OF _____)

ss.

COUNTY OF _____)

The foregoing was acknowledged, subscribed, and sworn to before me this ____ day of _____, 20__ by _____
as _____ of _____

Notary Public

Address:

My Commission expires:

NOTICE OF AWARD

To: _____

Contractor

Date

The City of Englewood
(Owner)

FOR THE he construction of:

ENGLEWOOD BICYCLE ROUTE SIGNAGE IMPLEMENTATION PROGRAM
(Project Title)

as outlined in these Contract Documents and detailed on the Drawings, and it appearing that your Proposal for performing the work outlined is fair, equitable and to its best interest, the said Proposal is hereby accepted at the bid prices contained therein.

In accordance with the terms of these Contract Documents, you are required to execute the formal Agreement and furnish the required Performance, Payment and Maintenance Bond within ten (10) consecutive calendar days from and including the date of this notice.

In addition, you are requested to furnish at the same time four (4) copies of certificate of insurance evidencing compliance with the requirements for insurance stated in the Contract Documents. Your certificate shall be accompanied by a letter from your insurance company stating that the insurance certified meets the requirements of the Contract Documents.

The Bid Security submitted with your Proposal will be retained until the Agreement has been executed and the required Performance and Payment Bonds have been furnished and approved. In the event that you should fail to execute the Contract and furnish the Performance and Payment Bonds within the time limit specified, the said Proposal Guarantee will be retained as liquidated damages and not as penalty for the delay and extra work caused thereby.

The City of Englewood

(Owner)

By _____

NOTICE TO PROCEED

To: _____

_____ (Date)

(Contractor)

You are hereby authorized to proceed on this date, but not later than twenty (20) consecutive calendar days hereafter, with the construction of

ENGLEWOOD BICYCLE ROUTE SIGNAGE IMPLEMENTATION PROGRAM

(Project Title)

as set forth in detail in the Contract Documents therefor.

The City of Englewood

By _____

CHANGE ORDER

Order No. _____
Date _____
Agreement Date _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____
Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) by \$ _____
The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.
The date for completion of all WORK will be _____.

APPROVALS REQUIRED:

Approved by ENGINEER: _____

Accepted by CONTRACTOR: _____

Accepted and Approved by OWNER: _____

LETTER OF ACCEPTANCE

Date _____

TO: _____

PROJECT NO. _____
PROJECT TITLE _____

Gentlemen:

This is to advise you that a final inspection of the referenced project has been made and all work and material was found to be satisfactory. Therefore, the project is considered to be complete in accordance with the approved plans, specifications and contract documents.

In accordance with General Conditions 3.45 and 3.50 of the CONTRACT, all guaranty periods shall begin as of the date of this letter.

OWNER

By _____

Title _____

City of Englewood Sales and Use Tax and Arapahoe County Open Space Sales Tax

The contractor, or any of his/her sub-contractors, shall be required to pay all sales and use taxes levied by the City of Englewood and Arapahoe County on any materials used (such as formwork materials, etc.) or incorporated into the project including rental of equipment. In addition any equipment purchased within the last three years and used on this project is subject to a 3.5% sales tax plus .25% Arapahoe County Open Space Sales Tax. If taxes have been paid on the equipment in Englewood or elsewhere, provide a receipt for taxes paid to receive credit. Upon completion of the work, and before final payment is made by the City, the Contractor will be required to furnish the City with an itemized statement of the tangible property upon which the tax is due.

The contractor and/or sub-contractor may be exempt from the tax (State and RTD tax) when the material becomes part of the structure for a tax exempt entity (City of Englewood). The contractor and/or sub-contractor must obtain an exemption certificate from the Department of Revenue to purchase the materials tax free.

Each sub-contractor shall compile a complete list of paid invoices, based on materials purchased directly by the sub-contractor, including the following information: invoice number, invoice date, vendor's name, invoice amount, amount of tax due the City, type of materials (cement, rebar, structural steel, flooring, etc.). [Form FR39a]

The contractor shall compile a complete list of paid invoices based on materials purchased directly by the contractor, including the following information: invoice number, invoice, date, vendor's name, amount of invoice, amount of tax due the City, type of material (cement, rebar, structural steel, flooring, etc.). [Form FR39a]

At completion of the work, each sub-contractor shall submit to the contractor, a document similar to Form FR39a and the "Affidavit" (2 copies) duly acknowledged, based on the information compiled as indicated above. The contractor shall forward all said certificates to the Community Development Department. (The City will supply said forms.)

At the completion of the work, the contractor shall submit to the t, a document similar to Form FR39a, "Affidavit" (2 copies) duly acknowledged, based on the information required above. (The City will supply said forms.) The contractor and all sub-contractors shall keep sufficient records to verify the amount of sales and use taxes paid to the City and the amount of Arapahoe County Open Space sales tax paid to Arapahoe County.

Prior to the Contractor's final payment, all applicable City of Englewood Sales and Use Taxes and Arapahoe County Open Space Sales Tax on any tangible property built into or incorporated into the work must be paid.

CITY OF ENGLEWOOD, COLORADO
DEPARTMENT OF FINANCE & ADMINISTRATIVE SERVICES

A F F I D A V I T

COUNTY OF _____ ss.

_____, of the
(Title)

_____, being of lawful
(Firm)

age and first duly sworn, deposes and says: That under the terms of a contract dated _____, 20__; That _____ was the prime or sub-contractor for the installation of equipment and/or construction of a _____ for the City

(Type of Structure)
of Englewood, 1000 Englewood Parkway, Englewood, Colorado; that between the dates of _____, 20__ and _____, 20__ said contractor built into or installed tangible, personal property upon which use tax is subject; the entire purchase price is listed on attached form, and that evidence of payment for said tangible, personal property are available for inspection by the City of Englewood.

That the tangible, personal property upon which the tax was paid was actually built into or installed in said _____.

(Type of Structure)

The entire purchase price of said tangible, personal property and the tax thereon is listed on the attached form hereto and make a part hereof.

The contract is not yet completed

The contract was completed _____, 20__.

Contractor's Signature Date

Before me _____, a Notary Public in and for _____ County, Colorado, personally appeared _____, know to me personally to be the person whose signature appears hereon and who subscribed his signature hereunto in my presence this _____ day of _____, A.D. 20__.

My commission expires _____.
Date Notary Public (SEAL)

FR39/Section3

BID PROPOSAL #ITB-11-028

ENGLEWOOD BICYCLE ROUTE SIGNAGE IMPLEMENTATION PROGRAM

DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	TOTAL
Reset Ground Sign	EA	27	\$ 18.00	\$ 486.00
Remove Sign Panel	EA	11	\$ 98.00	\$ 1,078.00
Reset Sign Panel	EA	64	\$ 21.75	\$ 1,392.00
Sign Panel (Class I)	SF	383	\$ 11.92	\$ 4,565.36
Unistrut Sign Post (1.75" x 1.75")	LF	870	\$ 2.45	\$ 2,131.50
V-Lock Sign Post base	EA	98	\$ 31.58	\$ 3,094.84
Mobilization	LS	1	\$ 7,844.00	\$ 7,844.00

BIDDERS ARE REQUESTED TO SUBMIT BIDS AS FOLLOWS:

Receipt of Addenda Nos. (1) ONE is hereby acknowledged.

One such bid for the removal, reset, and installation of bicycle route signs as shown in the Plans ITB-11-028 Drawings, sheets 1 thru 8 for the "Englewood Bicycle Route Signage Implementation Program"

TOTAL AMOUNT OF BID

Twenty thousand five hundred ninety-one dollars and 70 Cents
(\$ 20,591.70)

This Contract will be awarded to the lowest reliable and responsible bidder.

The undersigned bidder hereby agrees to be ready and to appear at the office of the Department of Community Development, to execute the attached form of Contract in conformity of this bid and also to have ready and furnish the required bond in the sum of the full amount of this proposal, executed by a surety company acceptable to the City of Englewood, at any time within ten (10) days from the date of a written notice from the Community Development Director to do so, mailed to the address hereinafter given.

The N/A Company of _____ is hereby offered as surety on said bond. If such surety is not approved by the Mayor and the City Council, another and satisfactory surety company will be furnished.

Enclosed herewith is a Proposal Guarantee (Bid Bond of a sum no less than 5% of the base bid amount). in the \$1,029.58 amount of See attached Cashier's Check # 031072 which Proposal Guarantee the undersigned bidder agrees to be forfeited to, and become the property of, the City as liquidated damages, should the Proposal be accepted and the Contract awarded him and he fail to enter into contract in the form prescribed and to furnish the required bond within ten (10) days as stipulated.

This Proposal is made without any connection with any other persons, firms, or corporations making any other bid for this same work and is in all respects fair and without collusion or fraud.

The Undersigned Bidder acknowledges the right of the City to reject any or all bids submitted and to waive informalities therein.

Dated at Aircraft Sign Co this 30 day of November, 2011

Signature of Bidder:

If an individual: _____ doing business as

If a partnership: _____

By: _____ member of firm

If a corporation: _____

a UVS corporation

By: Gary Schultz, V.P.

Business address of Bidder: 1717 South Acoma St.
Denver, Co 80223

The name and location of the last work of this kind herein contemplated upon which Bidder was engaged is as follow:

City and County of Denver Parks and Recreation
Multiple location's

For information relative hereto please refer to:

Name Trisha Hughes Title Sales
Address 1717 So. Acoma St. Denver, Co 80223
303-777-7771



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Co West Insurance Group P.O. Box 910 Castle Rock CO 80104	CONTACT NAME: CoWest Corporate	
	PHONE (A/C No. Ext): (303) 688-9597	FAX (A/C No): (303) 688-8858
	E-MAIL ADDRESS: info@cowest.com	
	PRODUCER CUSTOMER ID #: 00068225	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Sachs-Lawlor Company, DBA: Artcraft Signs 1717 S Acoma St Denver CO 80223	INSURER A: Continental Western Group	
	INSURER B: Pinnacol Assurance 41190	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master 11/12 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CWP2897219-22	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CWP2897219-22	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						Uninsured Motorist Liab / BI \$ 1,000,000
	<input type="checkbox"/> NON-OWNED AUTOS						Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CU2897217-22	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4117899	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Englewood
3400 S. Elati
Englewood, CO 80110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cade Caskey/SLB

Additional Named Insureds

Other Named Insureds

Artcraft Signs	Doing Business As
Artcraft Signs	Doing Business As
Artcraft Signs	Doing Business As
DbA Artcraft Signs Company	Doing Business As
Sachs-Lawlor Inc	Corporation

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS That we
_____ hereinafter called the Principal, and
_____ hereinafter
called the Surety, are jointly and severally held and firmly bound unto **THE CITY OF
ENGLEWOOD**, County of **ARAPAHOE**, State of **COLORADO**, hereinafter called the Owner, in
the sum of _____
\$ _____), lawful money of the United States of America, to be paid to the
Owner for the payment whereof the Principal and Surety hold themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly bound by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____
entered into a Contract with the Owner for the construction of the **ENGLEWOOD BICYCLE
ROUTE SIGNAGE IMPLEMENTATION PROGRAM**, which Contract is by reference made a part
hereof the same as though fully set forth herein;

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. The Principal shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may incur in making good any default.

SECOND. To the extent permissible by law, the Principal shall protect, defend, indemnify and save harmless the Owner, the Architect-Engineer, and their officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including in part the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Principal, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Principal's direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services.

THIRD. The Principal shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment used or rented in the performance of Principal's Contract.

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Every Surety on this bond shall be deemed and held, any Contract to the Contrary notwithstanding, to consent without notice:

1. To any extension of time to the Contractor in which to perform the Contract.
2. To any change in the Plans, Drawings, Specifications, Contract or other Contract Documents, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.

Further, every Surety on this bond shall pay to this Owner all costs and attorney fees necessary to enforce the provisions on the bond provisions contained herein.

Unless prohibited by law, an action on the payment and performance provisions of this bond may be brought by the Owner or any person entitled to the benefits of this bond at any time within five years from date of final settlement of the Contract, and under the maintenance provisions of this bond an action may be brought within five (5) years from the time the cause of action arises.

Principal and Surety are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS _____ day of _____, 2011.

IN PRESENCE OF:

WITNESS: (As to Individual)

Principal

ATTEST: (As to Corporation)

By _____
Name Title

Secretary

(CORPORATE SEAL)

Surety

COUNTERSIGNED:

By _____
Attorney in fact,

() Resident Agent (Print name below)

Street Address

City, State, Zip

(SEAL OF SURETY)

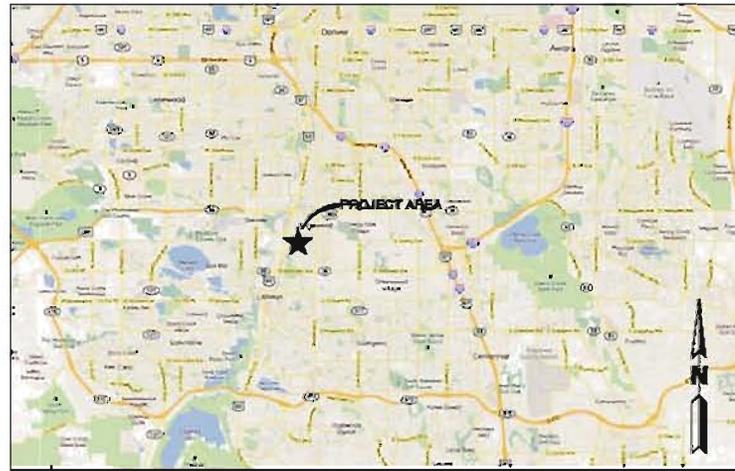
(Accompany this bond with Attorney-in-fact's authority from the Surety to execute the bond, certified to include the date of the bond.)

Approved for the City of Englewood

By _____
Gary Sears, City Manager

SIGNING AND STRIPING GENERAL NOTES:

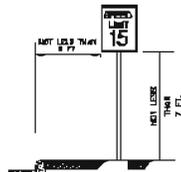
1. ALL SIGN MATERIALS AND INSTALLATION SHALL CONFORM TO COLORADO DEPARTMENT OF TRANSPORTATION STANDARDS OR THE CITY OF ENGLEWOOD STANDARDS AS APPROPRIATE.
2. THE ENGINEER WILL ESTABLISH GRADES AND LOCATIONS FOR ALL SIGN POSTS IN ACCORDANCE WITH DETAILS SHOWN ON THE PLANS. THE ENGINEER WILL VERIFY SIGN PLACEMENT (LOCATION AND TYPE OF MOUNTING) IN THE FIELD.
3. SPECIAL CARE SHALL BE TAKEN IN SIGN LOCATION TO ENSURE AN UNOBSTRUCTED VIEW OF EACH SIGN.
4. SIGN POSTS SHALL BE UNISTRUT POST 1.75" X 1.75" WITH V-LOCK BASE OR APPROVED EQUAL.
5. MINIMUM LATERAL PLACEMENT IS MEASURED FROM FACE OF CURB OR FROM ANY SURFACE PREPARED FOR NORMAL OR EMERGENCY TRAVEL OF VEHICLES.
6. A 7-FT. MINIMUM POST LENGTH SHALL BE MAINTAINED FROM BOTTOM OF SIGN PANEL TO THE GROUND OR THE TOP OF THE FOOTING.
7. A 9 FT. MAXIMUM POST LENGTH SHALL BE MAINTAINED FROM THE BOTTOM OF SIGN PANEL TO THE GROUND OR TOP OF THE FOOTING.
8. NORMAL ANGULAR PLACEMENT IS 0 DEG. SIGNS CLOSER THAN 30 FT SHOULD BE TURNED SLIGHTLY AWAY TO MINIMIZE SPECULAR REFLECTION. SIGNS PLACED 30 FT. OR MORE SHOULD GENERALLY BE TURNED TOWARD THE ROAD.
9. POST SHALL BE INSTALLED PLUMB, VERTICAL DEVIATION SHALL NOT EXCEED 1/2 IN IN 10 FT.
10. 3M HIGH-INTENSITY GRADE SHEETING SHALL BE USED FOR ALL SIGN PANELS.
11. SIGNS TO BE INSTALLED MAY BE MOUNTED TO EXISTING SIGN POST OR UTILITY POLES AS SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER.



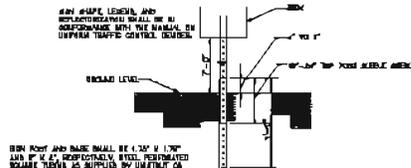
VICINITY MAP
NOT TO SCALE



A DETAIL - TYPICAL MULTIPLE SIGN LAYOUT
NOT TO SCALE



B DETAIL - TYPICAL ROADSIDE SIGN WITH CURB
NOT TO SCALE



C DETAIL - SIGN BASE
NOT TO SCALE



D DETAIL - TYPICAL POLE SIDE MOUNTING
NOT TO SCALE



MUTED STANDARD SIGNS



SPECIALIZED SIGNS

LIST OF MATERIALS

QTY	ITEM NO.	DESCR	UNIT	TOTAL QTY
	010-0210	Unistrut Sign Post	Each	10
	010-0216	Unistrut Sign Base	Each	10
	010-0211	Unistrut Sign Post	Each	64
	010-0214	Sign Panel (Green)	Sq. Foot	100
	010-0215	Sign Panel (Blue)	Sq. Foot	100
	010-0216	Sign Panel (White)	Sq. Foot	100
	010-0217	Sign Panel (Yellow)	Sq. Foot	100
	010-0218	Sign Panel (Red)	Sq. Foot	100

*Quantities are estimates. All quantities are subject to change.

SHEET INDEX

- 1 COVER SHEET & DETAILS
- 2 EXISTING SIGNAGE
- 3 OVERALL PROPOSED SIGNAGE PLAN
- 4 SIGNAGE TABULATIONS
- 5 PROPOSED SIGNAGE NORTHWEST QUADRANT
- 6 PROPOSED SIGNAGE NORTHEAST QUADRANT
- 7 PROPOSED SIGNAGE SOUTHWEST QUADRANT
- 8 PROPOSED SIGNAGE SOUTHEAST QUADRANT

No.	Description of Revision	Date	Name

Date: November 8, 2011
 Job Number: 22060575
 Design By: C. MOCHIE
 Drawn By: C. MOCHIE
 Checked By: A. HEUWANN

Sheet Number:

CAD INFORMATION

Plot Style: **None**
 Plot View: **None**
 Other View: **None**
 Name: **None**
 Block Name: **None**

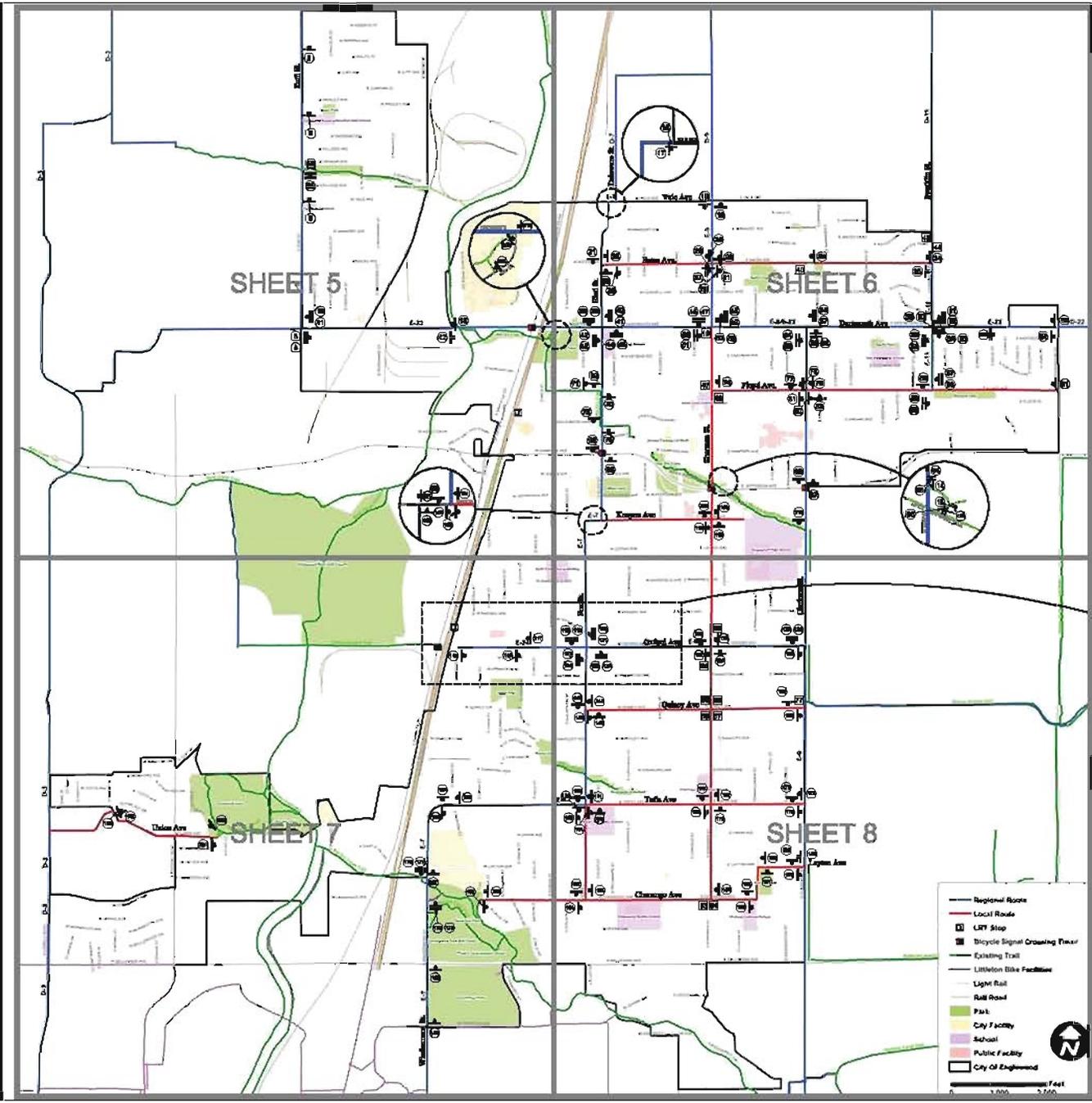
Model Space
 Plot Date: **1/20/2011**
 Plot View: **None**
 Scale: **1:1**

X Reference: **None**

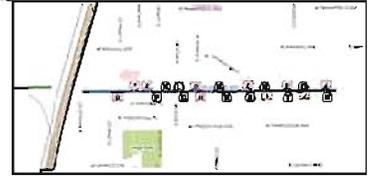
Project Manager: **None**
 Designer: **None**

Location: **None**
 Job Number: **None**
 Sheet Number: **None**

FOR REVIEW



LEGEND
 [Symbol] EXISTING SIGN TO REMAIN IN PLACE
 [Symbol] PROPOSED SIGN
 [Symbol] APPROXIMATE SIGN LOCATION & NUMBER OF SIGNS



CHICAGO AVENUE CURB LANE SIGNS (EXISTING AND PROPOSED)

Sheet Number

3 of 8

No.	Description of Revisions	Date	Name

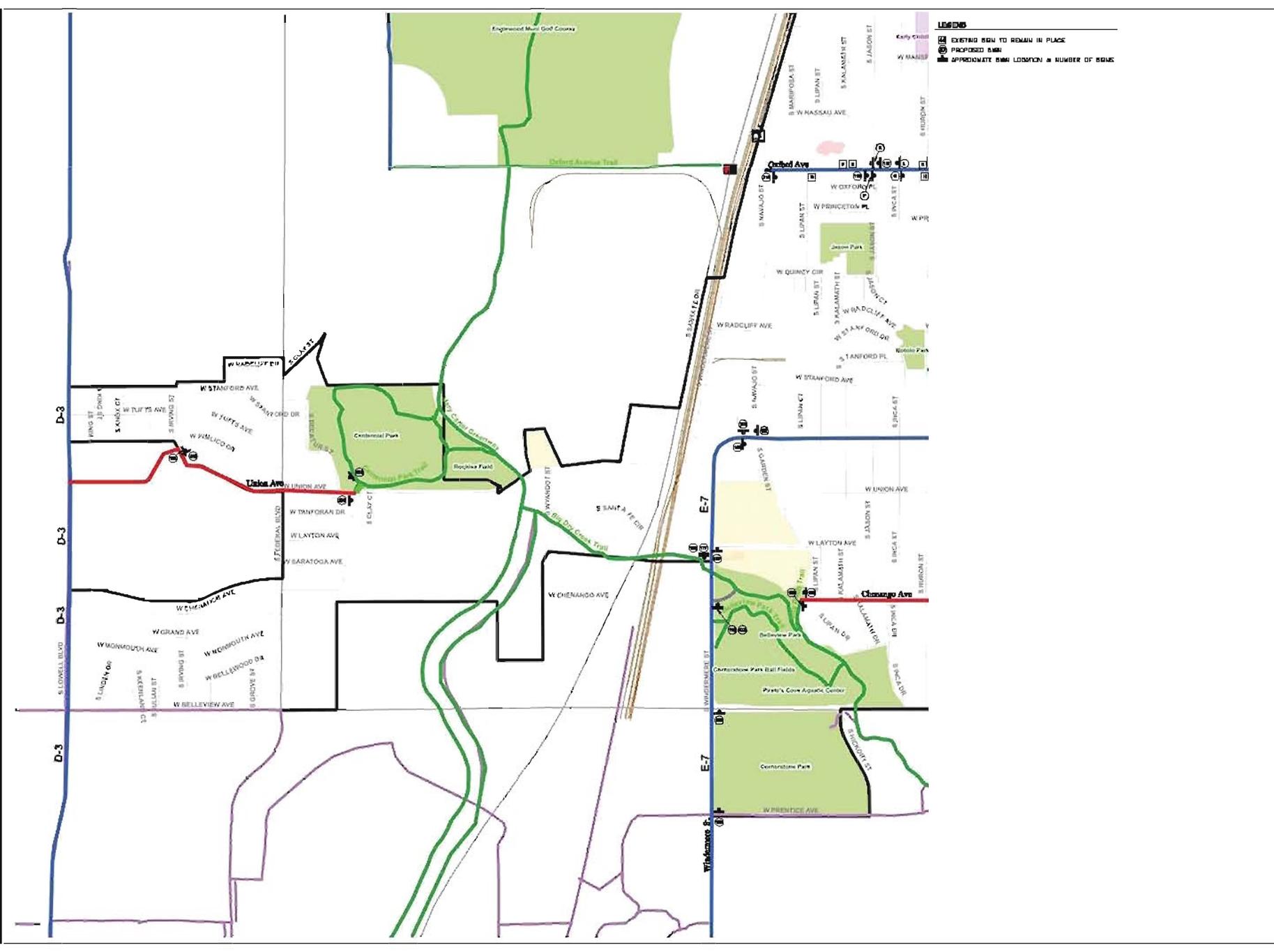
Date: **December 8, 2011**
 Job Number: **200601270**
 Design By: **C. MCPHIE**
 Drawn By: **C. MCPHIE**
 Checked By: **A. HOLMANN**

OVERALL PROPOSED SIGNAGE PLAN
CITY OF ENGLEWOOD BICYCLE MASTER PLAN
 ENGLEWOOD, COLORADO

MARTIN / MARTIN CONSULTING SERVICES
 18499 W. 1st Avenue, Suite 100
 Golden, CO 80401
 Phone: 303.441.4444

FOR REVIEW

FOR REVIEW



LEGEND
 [Symbol] EXISTING SIGN TO REMAIN IN PLACE
 [Symbol] PROPOSED SIGN
 [Symbol] APPROXIMATE SIGN LOCATION & NUMBER OF SIGNS

No.	Description of Revision	Date	Name

Date: December 8, 2011
 Job Number: 201001270
 Design By: C. MCPHIEE
 Drawn By: C. MCPHIEE
 Checked By: A. HELMANN

Sheet Number
7 of 8

PROPOSED SIGNAGE
SOUTHWEST QUADRANT
CITY OF ENGLEWOOD
BICYCLE MASTER PLAN
ENGLEWOOD, COLORADO

MARTIN / MARTIN
CONSULTING ENGINEERS
 1845 W. 10th Street, Suite 100
 Englewood, CO 80110
 Phone: 303.441.1400

FOR REVIEW

City of Englewood Bid Tabulation Sheet

Bid Opening: November 30, 2011 2:00 PM MST

ITEM: ITB-11-028 ENGLEWOOD BICYCLE ROUTE SIGNAGE IMPLEMENTATION PROGRAM

											Apparent Low Bidder
Contractor	Reset Ground Signs (27 ea)	Remove Sign Panels (11 ea)	Reset Sign Panels (64 ea)	Sign Panels (383 sf)	Unistrut Sign Posts (870 lf)	V-Loop Sign Post Base (98 ea)	Mobilization	Total Bid	Receipt of Addendum 1	Bid Bond Y/N	Exceptions:
Highway Technologies, Inc.											
2295 S Lipan St.											
Denver, CO 80223	Unit \$170.00	Unit \$48.00	Unit \$60.00	Unit \$21.00	Unit \$8.00	Unit \$75.00					
303-922-7815 fax 303-922-7815	Total \$4,590.00	Total \$528.00	Total \$3,840.00	Total \$8,043.00	Total \$6,960.00	Total \$7,350.00	\$5,000.00	\$38,311.00	Y	Y	None listed
KECI Colorado, Inc.											
5750 W Airport Rd.											
Bedalia, CO 80135	Unit \$211.00	Unit \$35	Unit \$45.00	Unit \$33.00	Unit \$7.50	Unit \$95.00					
303-791-3759 fax 303-791-3829	Total \$5,697.00	Total \$385.00	Total \$5,440.00	Total \$12,639.00	Total \$6,525.00	Total \$9,310.00	\$1,500.00	\$41,408.00	Y	Y	None listed
Ward Excavation, LLC											
8087 W 17th Ave.											
Lakewood, CO 80214	Unit \$272.60	Unit \$45.00	Unit \$83.91	Unit \$15.61	Unit \$22.52	Unit \$278.85					
303-827-1627	Total \$7,360.20	Total \$485.00	Total \$5,370.24	Total \$5,978.63	Total \$19,592.40	Total \$27,327.30	\$4,005.00	\$70,128.77	Y	Y	None listed
Roadsafe Traffic Systems, Inc.											
3537 Delgany St.											
Denver, CO 80216	Unit \$200.00	Unit \$25.00	Unit \$50.00	Unit \$30.00	Unit \$15.00	Unit \$150.00					
303-298-8407 fax 303-298-0905	Total \$5,400.00	Total \$275.00	Total \$3,200.00	Total \$11,400.00	Total \$13,050.00	Total \$14,700.00	\$5,000.00	\$53,116.00	N	Y	Receipt of Addendum 0
Denver Custom Signs, LLC											
3886 S Jason St.				329 ea	1176 lf						Two quantities on proposal were changed see above unit prices to the left
Englewood, CO 80110	Unit \$53.98	Unit \$29.55	Unit \$37.62	Unit \$34.60	Unit \$2.92	Unit \$39.22					Added a line item to the bid proposal form
303-368-7448 fax 303-367-8361	Total \$1,457.50	Total \$325.00	Total \$2,407.50	Total \$11,383.40	Total \$3,433.92	Total \$3,745.98	\$485.00	\$24,463.42	Y	Y	Taxes & Bond = \$1,215.12
Aircraft Signs											
1717 S Adams St.											
Denver, Co 80223	Unit \$18.00	Unit \$88.00	Unit \$21.75	Unit \$11.92	Unit \$2.45	Unit \$31.68					
303-777-7771 fax 303-778-7176	\$ 488.00	\$ 1,878.00	\$ 1,392.00	\$ 4,586.36	\$ 2,131.50	\$ 3,094.84	\$ 7,844.00	\$ 20,591.70	Y	Y	None listed
Engineer's Estimate											
Chris Vogelsang, PE											
Unit	\$ 190.00	\$ 60.00	\$ 100.00	\$ 15.00	\$ 15.00	\$ 35.00	\$ 5,000.00				
Total	\$ 5,130.00	\$ 660.00	\$ 6,400.00	\$ 5,745.00	\$ 13,050.00	\$ 3,430.00	\$ 5,000.00	\$ 39,415.00			

revised bids if correct quantities used with same unit prices as on submitted bids (based on correcting reset ground sign and remove sign panel quantities)

Contractor	Reset Ground Signs (11 ea)	Remove Sign Panels (27 ea)	Reset Sign Panels (64 ea)	Sign Panels (383 sf)	Unistrut Sign Posts (870 lf)	V-Loop Sign Post Base (98 ea)	Mobilization	Total Bid	Receipt of Addendum 1	Bid Bond Y/N	Exceptions:
Highway Technologies, Inc.											
2295 S Lipan St.	11	27	64	383	870	98					
Denver, CO 80223	\$ 170.00	\$ 48.00	\$ 60.00	\$ 21.00	\$ 8.00	\$ 75.00					
303-922-7815 fax 303-922-7815	\$ 1,870.00	\$ 1,296.00	\$ 3,840.00	\$ 8,043.00	\$ 6,960.00	\$ 7,350.00	\$5,000.00	\$ 34,369.00			
KECI Colorado, Inc.											
5750 W Airport Rd.	11	27	64	383	870	98					
Bedalia, CO 80135	\$ 211.00	\$ 35.00	\$ 45.00	\$ 33.00	\$ 7.50	\$ 95.00					
303-791-3759 fax 303-791-3829	\$ 2,321.00	\$ 945.00	\$ 5,440.00	\$ 12,639.00	\$ 6,525.00	\$ 9,310.00	\$1,500.00	\$ 38,680.00			
Ward Excavation, LLC											
8087 W 17th Ave.	11	27	64	383	870	98					
Lakewood, CO 80214	\$ 272.60	\$ 45.00	\$ 83.91	\$ 15.61	\$ 22.52	\$ 278.85					
303-827-1627	\$ 2,998.60	\$ 1,215.00	\$ 5,370.24	\$ 5,978.63	\$ 19,592.40	\$ 27,327.30	\$4,005.00	\$ 66,487.17			
Roadsafe Traffic Systems, Inc.											
3537 Delgany St.	11	27	64	383	870	98					
Denver, CO 80216	\$ 200.00	\$ 25.00	\$ 50.00	\$ 30.00	\$ 15.00	\$ 150.00					
303-298-8407 fax 303-298-0905	\$ 2,200.00	\$ 675.00	\$ 3,200.00	\$ 11,400.00	\$ 13,050.00	\$ 14,700.00	\$5,000.00	\$ 50,315.00			
Denver Custom Signs, LLC											
3886 S Jason St.	11	27	64	383	870	98					
Englewood, CO 80110	\$ 53.98	\$ 29.55	\$ 37.62	\$ 34.60	\$ 2.92	\$ 39.22					
303-368-7448 fax 303-367-8361	\$ 593.78	\$ 797.85	\$ 2,414.98	\$ 13,251.80	\$ 2,540.40	\$ 3,745.98	\$485.00	\$ 23,838.47			
Aircraft Signs											
1717 S Adams St.	11	27	64	383	870	98					
Denver, Co 80223	\$ 18.00	\$ 88.00	\$ 21.75	\$ 11.92	\$ 2.45	\$ 31.68					
303-777-7771 fax 303-778-7176	\$ 198.00	\$ 2,849.00	\$ 1,392.00	\$ 4,586.36	\$ 2,131.50	\$ 3,094.84	\$ 7,844.00	\$ 21,871.70			
low			low		low						
Low Bidder difference w/ corrections	\$ (288.00)	\$ 1,568.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,280.00			

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011

COUNCIL BILL NO. 76
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE TO IMPLEMENT BALLOT QUESTION 2D CONCERNING PARKING
VEHICLES ON PRIVATE PROPERTY.

WHEREAS, on August 3rd an initiative petition was submitted to the City Clerk’s Office; and

WHEREAS, the Englewood Home Rule Charter and State Statutes provide that this matter be forwarded to the Englewood City Council after the City Clerk certifies the validity and sufficiency of such initiative petition; and

WHEREAS, the Englewood City Clerk has certified the validity and sufficiency of the signatures for the initiative petition; and

WHEREAS, the Englewood City Council voted to place the initiative on the November, 2011 Ballot; and

WHEREAS, the November 1, 2011 Ballot Question 2D, read as follows:

In order to preserve property rights of the people of Englewood on their own use of private property, this ordinance will protect the right of parking vehicles on private property. No vehicle weight restrictions are to be applied to private property. All recreational vehicles (RV’s, trailers, ATV’s, boats, campers, camper shells, and any other vehicle that is defined as an “ORV” by Englewood Municipal Code) are allowed to be parked and stored on private property, with the location and placement at the discretion of the property owner. Business-labeled vehicles are allowed to be parked on private property. The City shall not limit the number of vehicles to two per household. Any surface on private property, permeable or non-permeable, except for grass, is an allowable surface for parking and storage of a vehicle. Any existing laws in conflict with the wording of this ordinance shall be repealed.

The initiative will **ONLY** apply to private property and will not affect any codes relating to rights-of-way, streets or public areas.

WHEREAS, the November 1, 2011 Election results were as follows:

Ballot Question 2D (Private Property RV Parking):

Yes	No
3113	2399

NOW, THEREFORE, THE CITY OF ENGLEWOOD REPEALS AND AMENDS THE FOLLOWING SECTIONS OF THE ENGLEWOOD MUNICIPAL CODE 2000 AS THEY ARE IN CONTRADICTION TO THE LANGUAGE TO BALLOT QUESTION 2D WHICH WAS APPROVED BY THE VOTERS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 11, Chapter 1, Section 6, of the Englewood Municipal Code 2000, to read as follows:

11-1-6: Parking Restrictions.

A. *Regulations Not Exclusive:* The provisions of this Section imposing restrictions on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places, at specified times, or in a specified manner (see also part 12 of the 1995 Model Traffic Code, as adopted and Section 15-5-1 et seq. of this Municipal Code).

B. *Methods Of Parking:*

1. *Parking In Alleys:*

- a. No person shall park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise or freight.
- b. No person shall stop, stand or park a vehicle within an alley in such position as to block the driveway entrance to any abutting property.

2. *Parking Not To Obstruct Traffic Or Maintenance:* No person shall park any vehicle upon a street or highway in such a manner or under such conditions as to interfere with the free movement of vehicular traffic or proper street or highway maintenance.

3. *Clearance Between Vehicles:* No person shall stand or park a vehicle in such a manner as to leave less than two feet (2') clearance between vehicles when parked.

4. *Waiting For Parking Space Being Cleared:* The driver of a vehicle, while waiting for a parking space to be cleared by another vehicle which is in the actual process of leaving the parking space shall stop on the roadway side of and immediately to the rear of the vehicle and shall remain in such position until the parking space has been cleared.

C. *Stopping, Standing Or Parking Restrictions:*

1. *Obedience To Stopping, Standing Or Parking Regulations:*

- a. On any street or public property, ~~or at any place within this Municipality where official signs are posted by the Traffic Engineer or designee giving notice of stopping, standing or parking restrictions or prohibitions,~~ no person shall stop, stand or park a vehicle in any manner in violation of the provisions contained on such sign or signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer or official traffic-control device or except for the purpose of loading or unloading passengers when such standing does not obstruct, impede or endanger any traffic.

- b. On private property, no person shall stop, stand or park a vehicle in any manner in violation of the provisions contained on such sign or signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer or official traffic-control device or except for the purpose of loading or unloading passengers when such standing does not obstruct, impede or endanger any traffic, which the City will enforce only with written authority from the property owner.
2. *Emergency Stopping Or Parking Only:* When official signs are erected giving notice thereof, no person shall stop, stand or park a vehicle on the shoulder of any highway or any other ~~facility~~ street so marked except in case of emergency involving the vehicle or its occupants.
3. *Parking In Special Areas:* In addition to the restrictions on parking in Section 1204 of the Model Traffic Code, 1995 Edition, there shall be no stopping, standing, or parking in the following areas except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or an official traffic-control device:
- a. Marked fire lanes.
- b. Between the sidewalk and the street curb in the street right of way.
4. *Standing In Passenger Loading Zone:* No person shall stand a vehicle for any purpose or period of time other than for the expeditious loading or unloading of passengers ~~in any place on public streets or rights-of-way~~ officially marked as a passenger loading zone during hours when the regulations applicable to such loading zone are effective and then only for a period not to exceed three (3) minutes.
5. *Standing In Loading Zone:*
- a. No person shall stand a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials ~~in any place~~ on any street officially marked as a loading zone during hours when the provisions applicable to such zones are in effect.
- b. In no case shall the standing for loading and unloading of materials exceed thirty (30) minutes.
6. *Permits For Loading Zones:* Whenever special permits are issued, by the Traffic Engineer, to establish or control the use of loading zones or to allow the backing of a vehicle for the purpose of loading or unloading merchandise or materials subject to certain conditions, no permittee or other person shall violate any of the special terms of any such permits.
7. *Taxicab Stands Regulated:*
- a. The operator of a taxicab shall not stand or park such vehicle upon any street ~~at any place~~ other than in a taxicab stand so designated as authorized by the Traffic Engineer.

- b. This provision shall not prevent the operator of a taxicab from temporarily stopping in accordance with other parking, standing or stopping regulations ~~at any place~~ for the purpose of and while actually engaged in the expeditious loading or unloading of passengers.
- D. *Valid Plates And Registration Required:* It is unlawful for any person to park or stand any motor vehicle or trailer upon any street or upon any private property available for public use in this City that does not have current valid vehicle license plates and vehicle registration in conformity with the laws of the state of plate issuance.
- E. *Parking Motor Vehicles In Private Parking Lots:* Where private property or a portion thereof is devoted to the purpose of parking motor vehicles, and where the owner or other authorized person has established parking restrictions on said property, which restrictions are prominently posted so as to give notice thereof, it shall be unlawful for any person to park or to stand a vehicle, whether occupied or not, in violation of the parking restrictions so posted. The City will enforce only with written authority from the property owner.
- F. *Bus Stops Regulated:*
- 1. The operator of a bus shall not stand or park such vehicle upon any street ~~at any place~~ other than a bus stop so designated as authorized by the Traffic Engineer.
 - 2. The operator of a bus shall not stop such vehicle upon any street ~~at any place~~ for the purpose of loading or unloading passengers or their baggage other than at a bus stop so designated as authorized by the Traffic Engineer, except in case of an emergency.
 - 3. The operator of a bus shall enter a bus stop on a public street in such a manner that the bus, when stopped to load or unload passengers or baggage, shall be in a position with the right front wheel of such vehicle not further than eighteen inches (18") from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.
- G. *Residential On-Street Parking Permits And Fees:*
- 1. *Permits:* When the City Traffic Engineer has designated and established limitations on vehicle parking on streets in residential areas, the City Manager, or his/her designee, may, upon application, issue up to two (2) owners' permits per household to residents of such areas who own and/or operate a motor vehicle allowing said vehicle to be parked in the block on which the owner of said vehicle resides as if there were no restrictions on said parking. The permit shall be for a two (2) year period. The permit shall be affixed to the lower left-hand corner of the rear window of said vehicle, or in a location on the vehicle approved by the City Manager or designee. This provision shall not apply to metered parking spaces where parking meter zones have been established. A resident of such area may obtain two (2) visitor parking permits to be issued by the City. The permit shall be for a two (2) year period of time and shall be issued for no fee. The permit shall be issued for a specific block and address and shall only allow a visitor to come to the block that has been issued the visitor parking permit. The permit shall be displayed on the visitor vehicle in the front left-hand (driver's) windshield. If a permit is lost, stolen, or a resident's vehicle is sold, a replacement permit may be purchased. In the case of visitors' permits, two (2) replacements will be allowed each year.

2. *Fees*: No fee shall be charged for a permit issued for a vehicle owned by a resident at the area. No fee shall be charged for two (2) visitor permits. The cost of all replacement resident and visitor permits shall be set by Council resolution.
- H. *Parking For Certain Purposes Prohibited*: No person shall park a vehicle upon a roadway for the principal purpose of:
1. Displaying such vehicle for sale;
 2. Washing, greasing, painting, or repairing such vehicle except repairs necessitated by an emergency;
 3. Displaying advertising.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 11, Chapter 6, Section 1, of the Englewood Municipal Code 2000, to read as follows:

11-6-1: - Parking/Storage Regulations in All Districts.

- A. It shall be unlawful for the operator or owner of an automobile transport trailer, road tractor, truck tractor, moving van, transit-mix concrete truck, trailer, semi-trailer or truck with an empty weight in excess of seven thousand (7,000) pounds (70 C.W.T.) or special mobile equipment to stop, stand or park such vehicle or cause such vehicle to be stopped, stood or parked on any street or highway, alley or other public way within the City for a period in excess of four (4) hours at any time, except when such vehicle is being expeditiously loaded or unloaded or such mobile equipment is being used to perform the special operations for which it was designed.
- B. No person(s) shall park any tank truck(s), tank trailer(s), tank semi-trailer(s) or other truck(s) used to transport hazardous substances or materials upon the streets, alleys or public ~~or private~~ places within the City except when entirely empty and then only for a period not exceeding one hour. No person shall repair any cargo area or tank of such vehicles within this City except when such cargo area or tank of such vehicles are completely empty of flammable liquids, vapors, or hazardous substances or materials, and only after being thoroughly steamed or washed to remove all explosive vapors. No person shall park or allow to remain on this City's streets, alleys, or public property, ~~or private property~~ any tank truck, tank semi-trailer or tank trailer used for transporting liquefied petroleum or gas, whether loaded or empty, or any truck carrying hazardous substances, except when actually engaged in filling storage tanks or while under repair.
- C. No person shall park any motor vehicle or vehicle in excess of twenty-two feet (22') in length, or eight feet (8') in width, in the public right-of-way except when such motor vehicle is being expeditiously loaded or unloaded.
- D. No person shall park or permit to stand in any public right-of-way or on public property, any trailer or small trailer unless the trailer is connected to or attached to a motor vehicle in a manner to be towed. The vehicle and connected trailer shall not be parked in the public right-of-way for more than seventy-two (72) hours within any one week.
- E. No person shall permit any snowplow designed to be truck mounted which is not hooked up or otherwise attached to a motor vehicle in a manner to be used for its intended purpose, to be

stored or parked on public streets or rights-of-way. All owners and/or operators of vehicles with snowplows attached shall not store them on public streets.

- F. No person shall store any truck or other vehicle loaded with trash, junk, weeds, tree branches or limbs in a public right-of-way.
- G. No person shall park or store any motor vehicle in a manner so as to obstruct the public sidewalk or right-of-way.
- H. No person shall park a vehicle in excess of any time limit established for parking on a public street or public property, at that location, which shall be the time limit for that day and that block.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 11, Chapter 6, Section 2, of the Englewood Municipal Code 2000, to read as follows:

11-6-2: - Parking/Storage Regulations for Residential Districts.

- A. It shall be unlawful for any person to store a vehicle designed and used for recreation purposes, including, but not limited to, one or more motor homes, boats, campers, trailers used for carrying boats, hobby or derelict vehicles or racing cars, motorcycles and other equipment or motor vehicles upon the public right-of-way.

The vehicle may be parked in the right-of-way for no more than seventy-two (72) hours within any one week while being expeditiously loaded or unloaded.

- B. No person shall park the following described vehicles on public ~~or private~~ property in residential areas except while making normal deliveries or being used to perform the special operations for which it is designed:
 - 1. Any vehicle with an empty weight in excess of seven thousand (7,000) pounds (70 C.W.T.).
 - 2. A road tractor, truck tractor or semi-trailer.
 - 3. A truck constructed or adapted for the purpose of transporting or delivery of bulk gasoline, petroleum products, or hazardous substances or materials.
 - 4. A tow truck or automobile wrecker.
 - 5. A church bus or school bus not used for school or church purposes.

- ~~C. No person shall park or store any vehicle on private property in violation of the following restrictions:~~

- ~~1. No vehicle shall be parked in such a way as to block the sidewalk or any portion of the public sidewalk.~~
- ~~2. No vehicle shall be parked in front of the front setback of the principal structure unless located on a concrete, brick paver, asphalt surface, gravel or other similarly finished hardened or dust free surface.~~

~~3. In no case shall more than one commercial vehicle be parked or stored on property in any residential zone district, whether in a private garage or carport, in an off street parking space or in an open space area, and the size of said commercial vehicle shall not exceed empty vehicle weight of seven thousand (7,000) pounds (70 C.W.T.).~~

~~4. Detached campers shall be stored in the area identified as the rear or side yard and shall be stored on blocks or supports not more than six inches (6") in height, or on its loading jacks or apparatus at their lowest limits. All loading equipment shall be in good repair.~~

C. 5. No person shall occupy any vehicle in violation of the following:

1. a. No motor vehicle or vehicles shall be occupied or used for living or housekeeping or sleeping purposes or for the housing and keeping of animals, except as provided in subsection ~~b~~ 2 below;

2. b. Upon the application of a resident of the City, a special permit may be issued by the City for a nonresident journeying in a recreational vehicle used for housekeeping purposes and who is visiting at the residence of the applicant, to occupy the recreational vehicle at the applicant's residence for not more than seven (7) days. The special permit shall specify the location of the applicant's property or adjacent right-of-way in which the recreational vehicle will be parked while occupied.

This shall not be deemed to permit the parking or storage of a detached camper, trailer or small trailer in any public street or right-of-way of any street designated as an arterial or collector street.

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 15, Chapter 1, Section 2, to be deleted from the alphabetical list of definitions of the Englewood Municipal Code 2000, to read as follows:

15-1-2: Definitions.

For the purpose of the application of the provisions of this Title, the following definitions shall apply:

~~*Vehicle, Commercial:* Any motor vehicle licensed by the State of Colorado as a commercial vehicle. Any vehicle designed, maintained or used primarily for the transportation of property.~~

~~*Vehicle, Hobby:* Any vehicle of the following type in the process of being built, restored or maintained as a hobby or diversion from one's regular occupation: boat, classic car, experimental car, off road vehicle, and race car and derelict vehicle.~~

Section 5. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 15, Chapter 9, Section 1, of the Englewood Municipal Code 2000, to read as follows:

15-9-1: Inoperable Motor Vehicles.

This Chapter is intended to address the proper storage of inoperable motor vehicles, off-road vehicles and trailers. It shall be unlawful and considered a nuisance for any person to store, maintain or keep any inoperable motor vehicle, off-road vehicle or trailer in violation of this Chapter.

The owner of an inoperable motor vehicle, off-road vehicle or trailer, as well as the occupant and owner of the property where such a vehicle or trailer is stored, shall be responsible for the maintenance of such vehicle in compliance with this Chapter.

A. *Inoperable Motor Vehicles in All Residential Zone Districts.*

1. No inoperable motor vehicle shall be stored within the front yard.
2. No person shall store or work on any inoperable motor vehicle within the front yard or in or on any public property or right-of way, except that such vehicles may be temporarily maintained in the front yard, ~~on a hard surface~~, for the purposes of transport, loading, unloading, or other temporary activities. Such transport, loading, unloading, or other temporary activities shall not exceed eight (8) hours per day.
3. No inoperable motor vehicle may be stored in a carport. An inoperable motor vehicle may be stored in a fully enclosed garage or similar structure.
4. One (1) inoperable motor vehicle may be stored in a rear or side yard if it is ~~on a hard surface~~, and screened from view of adjacent properties and public rights-of-way.

B. *Inoperable Motor Vehicles in Zone Districts Other Than Residential (including TSA District and PUDs).*

1. No inoperable motor vehicle shall be stored unless it is ~~on a hard surface~~, screened from view of adjacent properties and public rights-of-way or in a fully enclosed structure.
2. The provisions of this Section shall not apply to a permitted and/or licensed automotive use.

Section 6. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 15, Chapter 9, Section 2, of the Englewood Municipal Code 2000, to read as follows:

15-9-2: Vehicles: Off-Road (ORV) and Trailers.

A. *Off-Road Vehicles (ORV) and Trailers in All Residential Zone Districts.*

1. ~~No ORV or any type of trailer shall be stored within the front yard.~~
2. 1. No person shall store or work on any ORV or any type of trailer ~~within the front yard or in or on any public property, or right-of-way~~, except that such vehicles may be temporarily maintained in the front yard, on a hard surface, for the purposes of transport, loading, unloading, or other temporary activities. Such transport, loading, unloading, or other temporary activities shall not exceed eight (8) hours per day.

3. ~~One (1) ORV or trailer under three thousand five hundred (3,500) pounds, may be stored in a carport or a rear or side yard if it is on a hard surface. Any additional ORV or trailer under five thousand (5,000) pounds may be stored in the rear or side yard if it is on a hard surface and screened from view of adjacent properties and public rights of way.~~

B. ~~Off Road Vehicles (ORV) and Trailers in Zone Districts Other Than Residential (including TSA Districts and PUDs).~~

1. ~~No off road vehicle or trailer shall be stored unless it is on a hard surface, screened from view of adjacent properties and public rights of way or in a fully enclosed structure.~~
2. ~~The provisions of this Section shall not apply to permitted and/or licensed ORV and trailer uses.~~

Section 7. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 2, Section 9, Subsection A, of the Englewood Municipal Code 2000, to read as follows:

16-2-9: Zoning Site Plan Review.

- A. Applicability. No land shall be used, occupied, or developed for any use without complying with the Zoning Site Plan requirements and procedures provided in this Section, as applicable. A Zoning Site Plan shall be required for:
1. The commencement of all development, improvement, or construction requiring a building permit, except for interior remodel and tenant finish.
 2. The construction or expansion of fences, walls, and accessory structures (e.g., garages, carports, storage sheds, decks) in all zone districts, including decks less than thirty inches (30") in height and accessory structures containing less than one hundred twenty (120) square feet in floor area that do not otherwise require a building permit.
 3. ~~The construction, re-installation, expansion, alteration, surfacing, or resurfacing of a residential driveway.~~
 4. 3. Accessory uses, not including home occupations, marked as "A" in the applicable table cell in Table 16-5-1.1, "Table of Allowed Uses".
 5. 4. The construction, re-installation, expansion, alteration, surfacing, or resurfacing of a parking area.

Section 8. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 2, Subsection C, Number 3, Paragraph a, and Subsection C, Number 8, Paragraph a, and Subsection C, Number 9, Paragraph b, of the Englewood Municipal Code 2000, to read as follows:

16-5-2: Use-Specific Standards.

C. *Commercial Uses.*

3. Automotive Sales, Rental; Commercial Storage of Operable Vehicles; Parking Area, Surface (Operable Vehicles); and Parking Facility, Structure (Operable Vehicles).
 - a. *Standards.*
 - ~~(13) Parking areas, (surface) are prohibited as a principle use within the first one hundred (100) feet of any lot adjacent to Hampden Avenue, within the M-1 and M-2 zone districts.~~

8. Office.
 - a. *Office, Type 2 (Limited).*
 - (1) In the MU-R-3-A and MU-R-3-B districts, this includes administrative and professional offices where the following activities are prohibited:
 - a) Sale of goods or merchandise;
 - b) On-site storage of materials or equipment, except incidental to office operation;
 - c) On-site storage of materials, equipment, or vehicles; and
 - ~~(d) On-site parking of business vehicles during non-business hours; and~~
 - ~~(e)~~ (d) On-site dispatch of personnel or equipment.

9. Parking Area, Surface (Operable Vehicles) (TSA District Only). A surface parking area is allowed as a short-term, interim principal use of vacant parcels in the TSA district, subject to compliance with the following standards:
 - a. *Location.*
 - (1) Surface parking lots developed or used as a principal use shall be permitted in the TSA district, except within the transit station subarea.
 - (2) A surface parking lot developed or used as a principal use shall not be located adjacent to another surface parking lot use developed or used as a principal use.
 - (3) A surface parking lot developed or used as a principal use in the district shall be located at least fifty feet (50') away from the intersection of two (2) public streets.
 - ~~b. *Parking Surfaces.* All surface parking lots shall be paved with a hard surface acceptable to the City.~~
 - b. e. *Landscaping/Screening.* The perimeter and interior of all surface parking lots along a public street, public plaza, or other public open area or right-of-way, shall be screened and landscaped as stated in the Station Area Standards and Guidelines.

c. *d. Allowed As Interim Use Only.* In order to encourage more high-intensity and pedestrian-friendly development in the TSA district, principal commercial parking uses on surface lots shall be considered an interim use only. Accordingly, the City shall attach the following conditions to all conditional use approvals of any principal commercial parking/vehicle storage use in the TSA district:

- (1) Such use shall automatically lapse and expire after three (3) years from the date of the City's approval action, unless otherwise expressly allowed by the City in the terms of conditional use approval, or unless the City approves an extension of time prior to the end of the three-year period.
- (2) If the surface parking lot use is not converted to another permitted principal use within one (1) year after such use expires, the owner shall remove the paved surface and all appurtenant structures, re-vegetate the parcel with grass seed or other landscaping material approved by the City, and maintain such landscaping until such parcel is redeveloped.
- (3) An applicant shall request an extension of the expiration period at least sixty (60) days prior to the end of the original three (3) year (or extended) expiration period. All such requests shall be reviewed according to the procedures for review of a conditional use, as set forth in Section 16-2-12 EMC. The City shall review such request according to the review criteria in Section 16-2-12 EMC, and considering the purpose of the TSA district and the status of existing and planned development activity in the district. The City shall act to either extend the conditional use approval for a specified term of years, but in no case longer than three (3) years, or allow the conditional use approval to expire.

Section 9. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 2, Subsection D, Number 6, of the Englewood Municipal Code 2000, to read as follows:

D. Manufacturing/Industrial Uses.

6. Storage Yard for Vehicles, Equipment, Material, and/or Supplies. A storage yard for vehicles, equipment, material, and/or supplies shall comply with all of the following conditions:
 - a. ~~The site shall be surfaced with concrete, asphalt, or other impervious surface approved by the City Manager or designee.~~ The site shall comply with 11-3-5 EMC regarding storm drainage.
 - b. The site shall be maintained in good condition, free of weeds, dust, trash, and debris.
 - c. The site shall be screened by a solid fence.
 - d. No materials or supplies shall be stored above the level of the screening fence.

Section 10. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 3, of the Englewood Municipal Code 2000, to read as follows:

16-5-3: Adaptive Reuse of Designated Historical Buildings.

In order to help ensure the preservation, maintenance, and continued economic value of any historical buildings so designated by an agency of the State or Federal government, any vacated historic building, school, church, or public building that cannot feasibly be used for a permitted use in the zone district in which such building is located, may be eligible for reuse subject to the review and approval by the Commission and Council. The approval of the reuse of the historic building, vacated school, church, or public building shall be subject to the following conditions:

- A. The property cannot feasibly be used for a use permitted in the zone district in which the property is located.
- B. No exterior alteration, remodeling, or architectural change will be allowed; this does not limit any necessary restoration or repair work.
- C. Alterations will be limited to interior changes necessary to accommodate the adaptive reuse of the building or to comply with the applicable City codes.
- ~~D. No off street parking or loading space may be located in any required front or side yard, and parking areas shall be screened from the view of adjacent residential uses so they do not adversely affect the character of the surrounding residential area.~~
- E.D. The reuse of the building shall be limited to such use approved by the Commission and Council following a public hearing.
- F.E. The application shall include: the location of the property, the zone classification in which it is located, the previous use of the property, the proposed use of the property, and a statement demonstrating that the proposed reuse will not adversely affect the neighborhood by reason of excess traffic, hours of operation of the use, or any external effects created, such as noise or lights, that would unreasonably disturb adjacent residents. The application shall include a Zoning Site Plan, an off-street parking plan, a drainage plan, and a landscaping plan for the site.

Section 11. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 4, Subsection C, Number 2, of the Englewood Municipal Code 2000, to read as follows:

16-5-4: Accessory Uses.

- C. Accessory Uses Permitted. Table 16-5-1.1 includes accessory uses and shows in which zoning district a specific accessory use is permitted. If an accessory use is not listed in Table 16-5-1.1, but satisfies all the general standards set forth in subsection 16-5-4.B EMC, the City Manager or designee may allow its establishment according to the procedures and criteria in Section 16-5-1.B EMC, "Unlisted Uses." In addition, all unlisted accessory uses shall be subject to compliance with the general, dimensional, and operational standards set forth in this Section 16-5-4 EMC.

- 2. Parking Area, ~~Surface.~~

a. Parking Area, Surface (R-2-B District Only). When an R-2-B district abuts or is adjacent to a MU-B-2 district, the ~~portion of the lot adjacent to the business district may be used as a parking area by any commercial establishment to a depth of twenty-five feet (25') if the following conditions are met:~~

~~(1)~~ The parking area must be screened from the residential portion of the lot by a six foot (6') opaque fence. Side yard fences must also be provided to screen adjacent property. These fences shall also be six feet (6') in height except that, within ten feet (10') of the rear property line, the fences cannot exceed thirty inches (30") in height or be less than fifty percent (50%) open.

~~(2)~~ The paved parking area must be of hard surface to prevent the movement of dirt and debris from the parking area onto the public right of way.

~~(2)~~⁽³⁾ Parking stops or other devices allowing snowfall maintenance must be placed in the parking area to prevent damage to the fence by vehicles.

~~(3)~~⁽⁴⁾ Provisions must be made for the collection of trash as per City ordinance.

~~(5)~~ The final design of the parking area must be approved by the City Manager or designee.

~~(6)~~ No storage of vehicles is permitted and the lot is to be used solely for the parking of employees or customers.

~~(7)~~ No vehicles in excess of seven thousand (7,000) pounds may be parked in the parking area.

~~(4)~~⁽⁸⁾ The minimum width of the parking area shall be fifty feet (50').

~~(9)~~ The City Manager or designee may deny the use of any lot as a parking area if the above provisions are not met or if conditions are unsafe. The ruling may be appealed to the Board.

b. Parking Area, Surface (TSA District Only). Surface parking areas, noncommercial and accessory to a principal use, are allowed subject to the following additional conditions:

(1) General. Such surface parking area shall be maintained as long as the principal permitted use is maintained, or until alternative parking is provided for such principal use.

(2) Location.

(a) An accessory surface parking area may be located within six hundred feet (600') of the lot containing the principal use, either within the TSA district or within a zone district that permits noncommercial parking lots, subject to a City-approved alternative parking plan and pursuant to the Station Area Standards and Guidelines, as applicable.

~~(b) Accessory surface parking lots are prohibited within the transit station subarea.~~

- c. Remote Parking Areas. Pursuant to Section 16-6-4 EMC, required parking may be provided as an accessory use within four hundred feet (400') of the principal use, either within the same district or within a district that permits noncommercial parking lots. Such parking lots must be maintained as long as the principal permitted use is maintained, or alternate parking provided. Approval of an alternative parking plan is required (administrative process), pursuant to Section 16-6-4.D EMC. Such lots shall be paved, shall require a building permit, and shall be subject to the landscaping requirements of Section 16-6-7.M EMC.

Section 12. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 4, Subsection D, of the Englewood Municipal Code 2000, to read as follows:

D. Prohibited Accessory Uses.

1. Prohibited in All Zoning Districts. The following activities shall not be regarded as accessory to a principal use on any site and are prohibited in all zoning districts:
 - a. Use of Travel Trailer or Recreational Vehicle (RV) as a Residence. The use of a travel trailer as a residence, permanent or temporary, with the exception of a trailer approved as a temporary use for security under Section 16-5-5 EMC, shall be prohibited in all zoning districts.
 - b. Use of Motor Vehicle or Trailer for Sales, Service, Storage, or Other Business. The use of any motor vehicle, trailer, mini-mobile storage container, or shipping container as a structure in which, out of which, or from which any goods are sold or stored, any services performed, or other businesses conducted, shall be prohibited in all zoning districts. However, this subsection shall not prohibit the following:
 - (1) The sale of goods or merchandise at a City-approved or sponsored event; or
 - (2) Use of a motor vehicle, trailer, or shipping or storage container in connection with an approved recycling operation; or
 - (3) Use of a trailer or shipping or storage container in conjunction with construction authorized by a valid building permit; or
 - (4) Use of a trailer, shipping, or storage container for the temporary loading and unloading of goods, provided that no individual trailer or container is in place longer than forty-eight (48) hours.
2. Prohibited in Residential Zoning Districts. The following activities shall not be regarded as accessory to a residential principal use and are prohibited in all residential (R) districts:
 - a. Automotive Repair. Automotive repair, including engine, body, or other repair or repainting of more than one (1) vehicle at any one time owned by a person not residing at that address, regardless of whether compensation was paid for the service.

- b. Outdoor Storage of Inoperative Vehicles. The outdoor storage of inoperable vehicles shall comply with Title 15 EMC.
- c. Parking of Commercial Vehicles.
 - (1) ~~In no event shall more than one (1) commercial vehicle be stored on property in any residential zone district, whether in a private garage or carport, in an off-street parking space, or in an open space area. The size of such commercial vehicles shall not exceed vehicle weight of six thousand (6,000) pounds (60 e.w.t.).~~
 - (2) ~~For the purpose of this Section, a road tractor or truck tractor shall not be deemed a commercial vehicle, and no road tractor or truck tractor shall be parked or stored in any residential zone district.~~
- (1) ~~(3)~~ No commercial vehicle shall be stored on public property or in the public right-of-way.

Section 13. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 1, Paragraph C, of the Englewood Municipal Code 2000, to read as follows:

16-6-1: - Dimensional Requirements.

C. Additional Dimensional and Development Standards.

- 1. *Multi-Unit Development Standards in R-2-A, R-2-B, MU-R-3-A and MU-R-3-B Districts.*
 - a. *Applicability.* The following standards apply to all multi-unit dwellings constructed or converted after the effective date of this Section.
 - b. Multi-unit dwellings existing on the effective date of this Section and which as of that date are not in compliance with standards established by this Section, shall not be considered nonconforming due solely to the dwelling's noncompliance with the standards of this Section. Such dwellings are "grandfathered," and shall be considered legal, conforming structures for the purposes of sale and development under this Title.
 - c. *Property having rear alley access.*
 - (1) Minimum lot width shall be twenty-five feet (25') per unit.
 - (2) ~~Driveway access from the public street shall be prohibited, except for:~~
 - (a) ~~Corner lots where garage, carport or parking pad may be accessed from the side street.~~
 - (b) ~~Dwellings with four (4) or more units may have one (1) driveway accessing the street.~~
 - (3) ~~Parking pads within the front yard or front setback shall be prohibited.~~

d. *Property without rear alley access.*

- (1) Minimum lot width shall be thirty feet (30') per unit.
- (2) Garages, and carports ~~and parking pads~~ shall be offset behind the front building line of each unit by a minimum of five feet (5').
- (3) ~~Minimum separation between driveways or parking pads of attached units shall be twenty feet (20').~~
- (4) ~~Maximum driveway or parking pad width within front yard or front setback shall be ten feet (10') per unit.~~
- (3) (5) The maximum garage door width on the front façade of the structure shall be nine feet (9') per unit.
- (6) ~~A parking pad may be located in the front yard or front setback only when a garage or carport is not provided.~~
- (4) (7) An opaque fence or wall shall be provided between driveways or parking pads on adjacent properties.
- (5) (8) Units that provide attached garages behind the rear building line of the principal structure may reduce the principal structure's rear setback to ten feet (10').
- (6) (9) It is recognized that because of the wide variety of multi-unit development options, the City Manager or designee may on a case-by-case basis consider minor deviations to this Subsection (2) through (7) (5) above, whenever such deviations are more likely to satisfy the intent of this subsection.

Section 14. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 4, Subsections A through O, of the Englewood Municipal Code 2000, to read as follows:

16-6-4: - Off-Street Parking and Loading Requirements.

- A. *Purpose.* The purpose of this Section is to prevent or alleviate the congestion of public streets, ~~to minimize any detrimental effects of parking and loading areas on adjacent properties,~~ to enhance parking areas with landscape elements, and to promote the safety and welfare of the public. In recognition that different solutions may be appropriate in different areas of the City and for different types of development, the standards set out in this Section allow flexibility in dealing with vehicle parking and loading issues.
- B. *Applicability.*
1. **New Development.** The off-street parking and loading standards of this Section shall apply to all new development after the effective date of this Title, except as otherwise expressly allowed in this Title.
 2. **Applicability to Existing Uses.**

- a. No existing use or structure shall be deemed nonconforming solely because of the lack of off-street parking (including bicycle parking) or loading requirements prescribed in this Section, provided that off-street parking and loading facilities existing on the effective date of this Title shall not be reduced in capacity, design, or function to less than the minimum standards prescribed in this Section and Title.
 - b. Off-street parking and loading facilities existing on the effective date of this Title shall be maintained as long as the use or structure exists, even if the amount of parking or loading spaces does not comply with this Section, unless an equivalent number of spaces are provided conforming to the requirements of this Section.
 - c. In connection with an existing use, this Section shall not require the maintenance of more parking or loading spaces than is required for a new building or use under this Section and Title.
3. **Expansions and Increases in Intensity.** Unless otherwise expressly stated in this Section, the off-street parking and loading standards of this Section apply when an existing structure or use is expanded or enlarged, through the addition of dwelling units, floor area, seating capacity, employees, or other units of measurement used for establishing off-street parking and loading requirements. Additional off-street parking and loading spaces shall be required only to serve the enlarged or expanded area, not the entire building or use.
 4. **Change of Use.** Unless otherwise expressly stated in this Section, off-street parking (including bicycle parking) and loading facilities shall be provided for any change of use or manner of operation that would, based on the off-street parking schedule or the off-street loading schedule, result in a requirement for more parking or loading spaces than the former use. Additional parking or loading spaces shall be required only in proportion to the extent of the change, not for the entire building or use.
 5. **Planned Unit Developments.** In Planned Unit Developments, the amount of off-street parking shall be determined on a case-by-case basis as part of the City's consideration of the PUD application. However, the decision-making body may use the off-street parking and loading requirements of this Section as the starting point for determination of the applicable minimum standards. ~~All PUD development plan applications shall include a parking plan according to this Section.~~
- C. *No Reduction Below Minimums.* Unless otherwise expressly allowed in this Section, existing parking spaces may not be reduced below the minimum requirements established in this Section. Unless otherwise expressly allowed in this Section, any change in use or manner of operation that increases applicable off-street parking requirements shall be deemed a violation of this Title unless parking spaces are provided according to this Section.
- D. *Required Plan Elements.* ~~A parking and loading plan (including required bicycle parking), submitted as part of a site or development plan, is required for: all multi-unit residential dwelling uses; all nonresidential uses; and any other occasion when the City deems it necessary to determine the impact of parking on a development. The parking and loading plan shall show all information as required on City submittal requirement forms.~~

E.D. *Computation of Off-Street Parking and Loading Requirements.* The following rules apply when computing off-street parking and loading requirements:

1. Multiple and Mixed Uses. Unless otherwise approved by the City, off-street parking areas serving either (1) more than one principal use, (2) more than one use type within a structure (i.e., office and warehouse), or (3) a mixed-use development must provide parking and loading in an amount equal to the combined total of the minimum requirements for each use.
2. Fractions. When measurement of the number of required spaces results in a fractional number the fraction shall be rounded up to the next higher whole number.
3. Area-Based Standards.
 - a. Unless otherwise specifically noted, all square footage-based parking and loading standards (e.g., one (1) parking space per three hundred (300) square feet of office use) shall be computed on the basis of gross leasable or rentable floor area (i.e., excluding square footage of floor area devoted to common or public areas, hallways, and bathrooms).
 - b. When the standard states that an off-street parking area shall be provided based on the gross floor area of a specific use (e.g., "an area equal to the gross floor area"), calculations shall be based on a requirement of three hundred (300) square feet per parking space. For example, one thousand two hundred (1,200) square feet of gross floor area, divided by three hundred (300) square feet, equals four (4) parking spaces that must be provided.
4. Occupancy- or Capacity-Based Standards. For the purpose of computing parking requirements based on employees, students, residents, or occupants, calculations shall be based on the largest number of persons working on any single shift, the maximum enrollment, or the maximum building code capacity, whichever is applicable and whichever results in the greater number of spaces.
5. Unlisted Uses. In reviewing a development application for a use not specifically listed, the City Manager or designee, shall apply the standard for the use that is most similar to the proposed use.

F.E. *Off-Street Vehicle Parking Ratios Requirements and Design.*

1. Amount of Off-Street Vehicle Parking (Table 16-6-4.1). Table 16-6-4.1 below sets forth the minimum required ~~amount~~ number of off-street vehicle parking spaces. ~~In lieu of complying with these standards, an applicant may request approval of an alternative parking plan, under Section 16-6-4.1 EMC, "Alternative Parking Plans."~~

TABLE 16-6-4.1: MINIMUM OFF-STREET VEHICLE PARKING REQUIREMENTS <u>RATIOS</u>		
Use	Off-Street Vehicle Parking Standard	Additional Requirements
RESIDENTIAL USES		
Group Living		

Dormitory, fraternity, sorority	1 parking space per two beds	
Group living facility, large/special or small	1 parking space per 3 resident beds, plus 1 parking space for each 3 employees	
Nursing home	1 parking space per 4 resident beds plus 1 parking space for each 3 employees	
Senior citizen	.75 parking spaces per unit plus one guest space for each 5 units	
Household Living		
One-unit, detached or attached dwelling	2 spaces per each dwelling unit	
Senior citizen residential complex (35 percent or more of total units reserved for persons 60 years and older)	1 space per 2 dwelling units, plus one guest space for each 5 units	
Two-unit and multi-unit dwelling: Efficiency, 1- or 2-bedroom unit	1.5 spaces per each dwelling unit.(1) Such parking shall be designated and identified as parking for the occupants of the building only. (2) Guests or Visitor Parking for buildings with 5 or more dwelling units: 1 space for each 5 units. Such parking shall be designated and identified as temporary parking for the use of guests or visitors or the occupants of the building only.	
Two-unit and multi-unit dwelling: 3 or more bedroom unit	2 spaces per each dwelling unit.	
Boarding or Rooming Houses	1 space for each guest bed, in addition to the one-unit dwelling requirement	
PUBLIC/INSTITUTIONAL USES		

Religious Assembly		
All	1 space for each 3 seats or every 6 feet of bench length in the main assembly area or auditorium	
School		
Education institution - elementary	1 space for each classroom and administrative office	
Education institution - secondary	An area equal to 1/2 the gross floor area in the structure	
Public Buildings		
All	An area equal to 1/2 the gross floor area in the structure	
COMMERCIAL USES		
Assembly		
Assembly hall or auditorium, hall rental for meetings or social occasions	1 space for each 3 seats	
Entertainment/ Amusement: Indoor		
Amusement facilities, convention facilities, dance halls, gymnasiums, theaters, skating rinks	1 space for each 3 seats	
Bowling alley	4 spaces per lane, plus 1 additional space for each 2 employees	
Food and Beverage Service		
Restaurant, bar, tavern, with or without outdoor operations	1 space per each 100 square feet of gross floor area	
Medical/Scientific Service		
Hospital	1 space for each 2 patient beds, plus 1 space for each 2 employees	
Office		
All	1 space per each 300 square feet	
Retail Sales and Service		

All	Under 7,500 square feet: an area equal to 1/2 of the gross floor area; 7,500 square feet gross floor area and above: an area equal to the gross floor area.	As applicable, plus adequate stacking spaces as per Section 16-6-4-J below.
Vehicle and Equipment		
Automotive sales, rental; Automobile pawnbroker	1 space for each 2 employees at maximum employment on a single shift, plus 2 spaces for each 300 square feet of sales/office, repair, or maintenance space.	
Visitor Accommodation		
Hotel; Hotel, Extended Stay	1 space for each guest room, plus 1 additional space for each 2 employees. Parking for convention facilities and dining areas in the hotel shall conform with the requirements set forth within.	
MANUFACTURING/INDUSTRIAL USES		
Industrial Service and/or manufacturing	An area equal to 1/4 the gross floor area occupied by the use in a structure	
Warehouse/Storage		

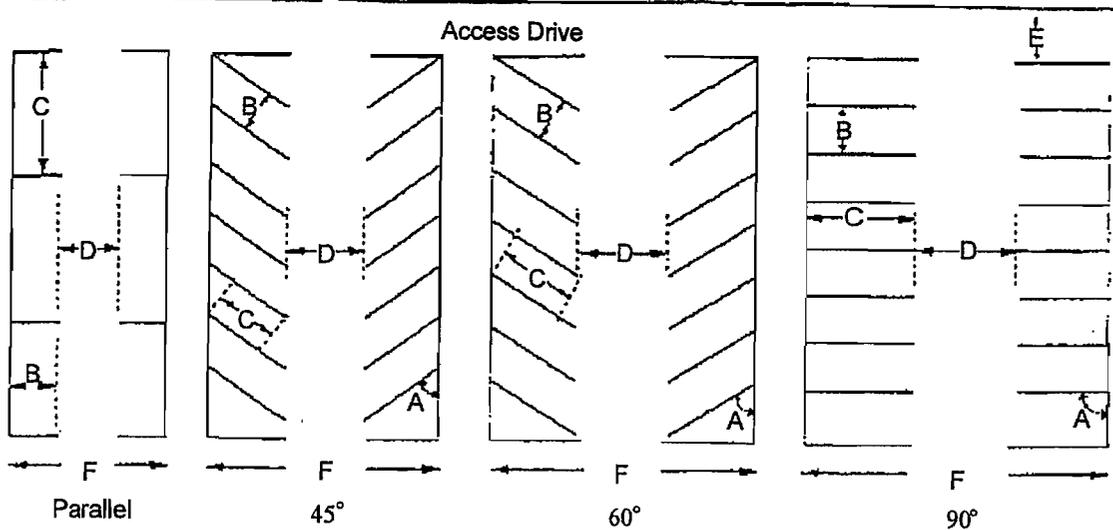
Mini-storage facility	Customer parking shall be provided at the manager's office calculated on the basis of one space for each six thousand (6,000) square feet of floor area and open storage, or one space for each one hundred (100) storage units or spaces, whichever is greater. Plus, 2 additional parking spaces for employees shall be provided at the manager's office.	A marked loading lane shall be provided adjacent to the exterior of any structure in which storage units are located and where such units have direct access to the exterior of the structure. Such loading lane shall be clearly marked for the exclusive use of the lessees of said storage units and shall not be used for the temporary or permanent storage of any item. Loading lanes shall be a minimum of nine feet (9') in width.
Wholesale business	An area equal to 1/4 of the gross floor area of the structure or structures.	
Warehousing and/or storage	An area equal to 1/4 of the gross floor area of the structure or structures.	

2. Location of Off-Street Parking Areas. Except as otherwise allowed in this Title, a parking area shall be provided on the same property as the principal building it serves, except that in business and industrial districts the required off-street parking area may be located within four hundred feet (400') of the property, but within the same district or within a MU-R-3-A district. Such separate parking lots shall be maintained as long as the principal building or uses are maintained. See Section 16-5-4.C.2 EMC, for special regulations applicable to surface parking areas in the TSA district.
3. Shared Parking. No part of an off-street parking space for any building or use shall be included as a part of an off-street parking space of another building or use, except that the City may approve shared parking according to Section 16-6-4.I. EMC, "Alternative Parking Plans."
4. Minimum Parking Space and Aisle Dimensions. All off-street parking spaces shall comply with the dimensions shown in the following drawing Figure 16-6(4) and Table 16-6-4.2, below. Please note that the letters in Figure 16-6(4) correspond to the letters heading the columns in Table 16-6-4.2:

TABLE 16-6-4.2: MINIMUM DIMENSIONAL AREAS INDICATED ON THE DRAWING BELOW								
A	B	C	D		E	F Vertical Clearance for Covered Spaces (ft)		
Parking Angle Stall Width (ft) ¹ of Stall (ft) ²	Aisle Width (ft)	Width of Access Drive (ft) ³	Bay Width (Center to Center Width of Two Row Bay with Aisle Between) (ft)					
1-way	2-way	1-way	2-way					
0°	9 / 13 ft.	23 ft.	15 ft.	24 ft.	18 ft. / 24 ft.	24 ft.	30 ft.	7 ft.
30° - 53°	9 / 13 ft.	18 ft.	13 ft.	24 ft.	18 ft. / 24 ft.	42 ft.	53 ft.	7 ft.
54° - 75°	9 / 13 ft.	19 ft.	20 ft.	24 ft.	18 ft. / 24 ft.	52 ft.	58 ft.	7 ft.
76° - 90°	9 / 13 ft.	19 ft.	22 ft.	24 ft.	24 ft.	60 ft.	62 ft.	7 ft.

Notes to Table: [1] The first width is for standard parking spaces, and the second is for accessible spaces (including access aisle). See Section 16-6-4.G. below. [2] If continuous curbing is provided pursuant to Section 16-6-4.F.6, "Continuous Curbs," the length of each full-size stall abutting such continuous curbing may be reduced by 2.5 feet. [3] As applicable, the first width is for one-way access drives, and the second figure is for two-way access drives.

Figure 16-6(4): Parking Dimensions



5. Continuous Curbs.

- a. *General.* Continuous curbs shall be provided, located, and designed to protect required screening devices and landscaping and pedestrian ways from damage or encroachment of vehicles and to provide necessary traffic control in the parking area.
- b. *Specifications for Continuous Curbs.* Continuous curbs shall be made of asphalt, concrete, or stone, and shall be a minimum of six inches (6") in height and six inches (6") in width. They shall form a non-interrupted edge around all landscaped areas abutting parking and turn-around areas that are not protected by wheel stops.

a. ~~Placement. The continuous curb shall be located a minimum of four feet (4') from any structures, buildings, walls, or plant material, excluding groundcover, to prevent a vehicle from driving onto the landscape area or hitting any structure or plant material at the edge of the parking area.~~

6. ~~Off Street Parking Spaces in Residential Zone Districts. Parking shall not be permitted within the required front setback of any lot, except for parking on paved driveways accessory to one and multi unit dwellings containing two (2) dwelling units.~~

G.F. *Accessible Parking for the Physically Disabled.*

1. Amount and Dimensions for Accessible Spaces.

a. The minimum number of required accessible parking spaces shall be as follows:

TABLE 16-6-4.3: MINIMUM NUMBER OF REQUIRED ACCESSIBLE PARKING SPACES	
Total Number of Required Parking Spaces from Table 16-6-4.1	Required Accessible Spaces
1 to 25 Spaces	1 Accessible Space
26 to 50 Spaces	2 Accessible Spaces
51 to 75 Spaces	3 Accessible Spaces
76 to 100 Spaces	4 Accessible Spaces
101 to 150 Spaces	5 Accessible Spaces
151 to 200 Spaces	6 Accessible Spaces
201 to 300 Spaces	7 Accessible Spaces
301 to 400 Spaces	8 Accessible Spaces
401 to 500 Spaces	9 Accessible Spaces
501 to 1,000 Spaces	2.0 percent of Total Required Spaces
1,001 Spaces and Over	20 Accessible Spaces plus 1 Accessible Space for Each 100 Spaces Over 1,000 Spaces

b. The size of the accessible space shall be eight feet (8') in width plus an additional five foot (5') wide access aisle, and nineteen feet (19') in depth. See Table 16-6-4.2 for specific dimensions. Two (2) accessible spaces may straddle and share a single five foot (5') access aisle.

c. One in every eight (8) accessible parking spaces required according to Table 16-6-4.3 above, but no less than one space per site, shall be van accessible. Alternately, ADA-approved universal parking spaces may be used, subject to City approval.

2. Each accessible space shall be marked with a freestanding sign and pavement markings using the standard uniform words, symbols and colors that signify that the space is for accessible parking only.
3. Designated accessible spaces shall be located as near to the entrance of the use as possible and shall be designed so that pedestrian access between the parking space and the building shall not involve crossing an area used for vehicular circulation.
 - a. Access ramps usable by physically disabled persons shall be provided for any change in grade between the parking space and the use.
 - b. The total number of spaces provided for the physically disabled shall be included in the total number of parking spaces otherwise required by this Title.

H.G. *Adjustments to Required Parking.* Notwithstanding the provisions of Section 16-6-4.F.1 EMC, "Amount of Off-Street Vehicle Parking," the following adjustments to the amount of off-street parking are allowed:

1. Parking Adjustments for Uses in the MU-B-1 Business District.
 - a. *Exempt Areas.*
 - (1) MU-B-1 Business District. Principal nonresidential uses located on properties with frontage on South Broadway, and located within the MU-B-1 district, are exempt from providing off-street parking spaces as stated in this Section 16-6-4 EMC. However, if off-street parking exists on, or is provided after, the effective date of this Title, such off-street parking shall comply with all applicable standards in this Section, except for the minimum amount required by subsection 16-6-4.F.1 EMC.
 - ~~b. *Location of Off-Street Parking Areas.* The nearest property line of any off site parking area for a nonresidential use in the MU-B-1 district:~~
 - ~~(1) Shall be located no more than four hundred feet (400') from the nonresidential use, as measured from the nearest property line of the nonresidential use; and~~
 - ~~(2) Shall not be separated from the nonresidential use by any street with more than four (4) travel lanes.~~
 - e.b. *Waiver of Other Requirements.* The City may waive the off-street parking requirements in this Section if an applicant submits a supporting marketing or parking study prepared by a qualified professional approved by the City, which applies reasonable professional standards, and the City Manager or designee approves such study.
2. Structured Parking Preferred. In order to conserve land for preferred development patterns in the MU-B-1 and TSA zone districts, the City strongly encourages developers to provide required off-street parking in multi-level structures to the maximum extent practicable. If structured parking is not feasible, surface parking areas shall be screened

from the view of pedestrian ways by means of decorative walls or fences, landscaped berms, or mature shrubbery. See Section 16-6-7 EMC, for general landscaping and screening requirements.

I.H. *Alternative Parking Plans.*

1. **Scope.** An alternative parking plan is a proposal to meet vehicle parking needs by means other than providing parking according to the ratios established in Table 16-6-4.1 above, or by providing an alternative to this Section's off-street parking area design standards. Alternative parking plans may not be used to reduce required setbacks, landscaping, or screening of off-street parking areas.
2. **Applicability.** Applicants who are not otherwise eligible for the parking adjustments in subsection 16-6-4.H EMC, and seek to: (1) provide fewer off-street parking spaces than required in Table 16-6-4.1 EMC; (2) provide parking off-site; or (3) modify this Section's otherwise applicable off-street parking design standards shall secure approval of an alternative parking plan according to the standards of this subsection.
3. **Contents.** Alternative parking plans shall be submitted in a form established by the City. At a minimum, such plans shall detail the type of alternative proposed and the rationale behind the proposal.
4. **Review and Approval Procedure.**
 - a. *Decision-Making Body.* The City Manager or designee, with advice from the City Traffic Engineer or Transportation Planner, may approve, approve with conditions, or deny alternative parking plans.
 - b. *Review Criteria.* In order to approve an alternative parking plan, the City Manager or designee must determine that the proposed plan shall protect surrounding neighborhoods, maintain traffic circulation patterns, and promote quality urban design equally as well as or better than a plan that strictly complies with otherwise applicable off-street parking standards.
5. **Violations and Lapse.**
 - a. Any modification or waiver of off-street parking approved under an alternative parking plan shall remain valid only as long as the conditions warranting the modification or waiver exist. If the conditions that warranted the modification or waiver cease to exist (e.g., the use changes in nature or extent, operation of the use is discontinued for twelve (12) months or more, or there is a substantial change in parking demand), the City shall send written notice to the applicant or owner that the plan approval shall automatically lapse and be null and void unless the applicant or owner can show cause why the plan approval should continue. The applicant or owner shall respond to the notice within thirty (30) days from the date of the notification, and shall appear and state their case to the City Manager or designee within ninety (90) days of the notification date.
 - b. Lapse of an alternative parking plan shall not preclude other remedies and enforcement actions available under this Title. Specifically, violations of an approved

alternative parking plan are violations of this Title and subject to the enforcement and penalty provisions of Chapter 16-10 EMC.

6. Eligible Alternatives/Criteria for Approval. A number of specific parking and access alternatives are described in the following subsections 6(a) through 6(e) below. The City may, however, consider and approve any alternative to providing off-street parking spaces on the site of the subject development if the applicant demonstrates that the proposed plan meets the criteria stated in Section 16-6-4.I.4(B) EMC.
 - a. *Shared Parking.* It is the City's stated intention to encourage efficient use of land and resources by allowing users to share off-street parking facilities whenever feasible. The City Manager or designee may authorize a reduction in the number of required off-street parking spaces for multiple use developments or for uses that are located near one another and that have different peak parking demands or different operating hours. Shared parking shall be subject to the following standards:
 - ~~(1)~~ ~~Location.~~ ~~Shared off street parking spaces shall be located according to Section 16-6-4.F.2 EMC, or as approved under the remote parking provisions of this Section.~~
 - (1) ~~(2)~~ *Zoning Classification.* Shared parking areas shall be considered accessory to the principal uses that the parking spaces are intended to serve. Shared parking areas shall require the same or a more intensive zoning classification than that required for the most intensive of the uses served by the shared parking area, provided that shared parking facilities may be located in any zoning district that allows commercial parking lots or structures.
 - (2) ~~(3)~~ *Required Study and Analysis.* The applicant shall submit a shared parking analysis to the City that clearly demonstrates the feasibility of shared parking. The study shall address, at a minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that shall be sharing off-street parking spaces.
 - (3) ~~(4)~~ *Shared Parking Agreement.* A shared parking plan shall be enforced through written agreement among the owners of record. All shared parking agreements shall be approved by the City and thereafter recorded. A shared parking agreement may be revoked by the parties to the agreement only if off-street parking is provided under Table 16-6-4.1 of this Section or another alternative parking plan is approved.
 - b. *Remote Parking.* The City may permit all or a portion of required off-street parking to be located beyond the otherwise applicable distance requirements established in this Section, subject to the following standards:
 - (1) *Location.* No remote parking space shall be located more than three hundred feet (300') beyond the distance established in Section 16-6-4.F.2 EMC. The City may waive this distance limitation if adequate assurances are offered that van or shuttle service shall be operated between the remote lot and the principal use.

- (2) *Zoning Classification.* Remote parking areas shall be considered accessory to the principal use that the parking spaces are intended to serve. Parking areas shall require the same or a more intensive zoning classification than that required for the most intensive of the uses served by the remote parking area, provided that remote parking facilities may be located in any zoning district that allows commercial parking lots or structures.
 - (3) *Remote Parking Agreement.* If a remote parking area is not under the same ownership as the principal use served, a written agreement among the owners of record shall be required. All remote parking agreements shall be approved by the City and thereafter recorded. A remote parking agreement may be revoked by the parties to the agreement only if off-street parking is provided under Table 16-6-4.1, or if another alternative parking plan is approved.
- c. *Parking Assessment Districts.* When the City has established off-street parking facilities by special assessment district, all or a portion of the off-street parking spaces required by Table 16-6-4.1 may be waived when the subject building or use is located within the boundaries of the special assessment district, or other district that City may determine. The City Manager or designee, with the assistance of the City Traffic Engineer or Transportation Planner, shall determine to what extent and on which lots the required parking may be waived. In no event shall the total number of such waived parking spaces exceed the total number provided by the publicly owned parking facility.
 - d. *Valet Parking.* The City Manager or designee may authorize valet parking as a means of satisfying some or all of otherwise applicable off-street parking standards.
 - e. *Transportation Demand Management Plan.* The City may authorize a reduction in the number of required off-street parking spaces for large developments or uses (those otherwise required to provide more than two hundred fifty (250) parking spaces) that institute and commit to maintain a transportation demand management (TDM) program, according to the following standards:
 - (1) *Required Study.* The applicant shall submit a study to the City clearly indicating the types of transportation demand management activities and measures proposed. The study shall be provided in a form established by the City.
 - (2) *Transportation Management Activities.* There shall be no limitation on the types of transportation management activities for which reductions may be granted from otherwise required off-street parking ratios. The following measures shall serve only as a guide to eligible transportation management activities:
 - (a) *Posting and Distribution of Information.* The distribution and posting of information from transit agencies and other sources of alternative transportation may, in combination with other TDM measures, be cause for a reduction in otherwise applicable off-street parking requirements.
 - (b) *Transportation Coordinator.* The appointment of a transportation coordinator with responsibility for disseminating information on ride-sharing and other transportation options may, in combination with other TDM measures, be cause for a reduction in otherwise applicable off-street parking requirements.

In addition to acting as liaisons, transportation coordinators shall be available to attend meetings and training sessions with the City or transit providers.

- (c) *Off-Peak Work Hours*. Employers that institute off-peak work schedules, allowing employees to arrive at times other than the peak morning commute period, may be eligible for a reduction in otherwise applicable off-street parking requirements. The peak morning commute period is defined as seven-thirty o'clock (7:30) A.M. to nine o'clock (9:00) A.M.
 - (d) *Telecommuting*. Employers that adopt a specific telecommuting policy for employees may be eligible for a reduction in otherwise applicable off-street parking requirements.
 - (e) *Van and Car Pools*. Provision of regular, employer-sponsored ride-sharing measures, such as van and car pools, may be cause for a reduction in otherwise applicable off-street parking requirements.
 - (f) *Transit Head Facilities*. Provision for convenient employee connections to transit head facilities (e.g., bus transfer stations or park and ride lots) may be cause for a reduction in otherwise applicable off-street parking requirements.
 - (g) *Preferential Parking*. The provision of specially marked spaces for each registered car pool and van pool may be cause for a reduction in otherwise applicable off-street parking requirements.
 - (h) *Additional Bike Parking/Amenities*. The provision of bicycle parking in an amount substantially greater than otherwise required by this Title and/or the provision of showering and changing facilities for bicycle-commuting employees may be cause for a reduction in otherwise applicable off-street parking requirements.
 - (i) *Financial Incentives*. The provision of cash or in-kind financial incentives for employees commuting by car pool, van pool, and transit may be cause for a reduction in otherwise applicable parking requirements.
- (3) Reporting Required. Any development or use that institutes a TDM program and receives a reduction of off-street parking spaces under this subsection shall submit a written status report to the City at the end of each calendar year. The report shall provide tracking and other information that substantiates implementation of the TDM program and consistent or growing use of the program's measures by employees.

J.I. *Vehicle Stacking Areas and Design Standards for Auto-Oriented Uses*. The development and design standards of this subsection shall apply to all drive-in and drive-through facilities and other auto-oriented uses unless otherwise expressly approved by the City:

1. Minimum Number of Vehicle Stacking Spaces. Off-street stacking spaces shall be provided as follows:

TABLE 16-6-4.4: MINIMUM NUMBER OF VEHICLE STACKING SPACES		
Activity Type	Minimum Stacking Spaces	Measured From
Bank teller lane	6 (Maximum = 30)	Teller or Window
Automated teller machine	3	Teller
Restaurant drive-through	6	Order Box
Restaurant drive-through	4	Order Box to Pick-Up Window
Car wash stall, automatic	9	Entrance
Car wash stall, self-service	3	Entrance
Automobile service station	2	From end of the line of pumps
Funeral home/mortuary	4	Primary Passenger Loading Area for Processions
Drive-in liquor store	3	Pick-Up Window
Drive-in dry cleaners	3	Pick-Up Window
Other	4	Pick-Up Window

2. Design and Layout. Required drive-through lanes and facilities and vehicle stacking spaces are subject to the following design and layout standards:
 - a. *Vehicle Stacking Spaces.*
 - (1) Size. Vehicle stacking spaces must be a minimum of nine feet (9') by twenty feet (20') in size.
 - (2) Location. Stacking spaces may not impede on- or off-site traffic movements, nor impede movements into or out of off-street parking spaces.
 - (3) Design.
 - (a) ~~Stacking spaces shall be separated from other internal driveways by raised medians if the City Traffic Engineer deems the median necessary for traffic movement and safety.~~
 - (a) (b) Vehicle stacking areas adjacent to public streets or sidewalks shall be separated from such streets or sidewalks by walls or landscaping with berms.
 - b. *Drive-In (Drive-Through) Facilities and Lanes.*

- (1) Drive-in facilities (e.g., order stations, pick-up windows, bank teller windows, money machines, etc.) shall be located on the side or rear of principal structures to minimize their visibility from public streets.
- (2) To the maximum extent practicable, drive-in lanes shall not be located between the principal structure and adjacent public streets or sidewalks, or other public gathering place such as a park or bus stop). If this is not possible, drive-in lanes and facilities shall be set back a minimum of twenty feet (20') from any adjacent public street or sidewalk or other public place. The entire twenty foot (20') setback must be landscaped and bermed to screen the drive-in lane and facility from adjacent streets and block the exhaust from idling automobiles.
- (3) Car wash facilities and gas station auto service bays shall be located on the side or rear of principal structures to minimize their visibility from public streets.
- (4) In addition to any screening required by Section 16-6-7 EMC, drive-in lanes adjacent to residential uses shall be separated from such uses by an opaque wall at least six feet (6') high, located so that required buffer landscaping is between the wall and the adjacent residential use.

K.J. Bicycle Parking. Parking for bicycles shall be provided as follows:

1. Applicability. Bicycle facilities shall be provided for all new development subject to this Section, including expansions and changes of use that would result in additional parking facilities being required subject to the provisions of this Section and Title.
2. General Standards for Bicycle Parking Facilities.
 - a. Bicycle parking facilities shall include provisions for storage and locking of bicycles in secure racks, or equivalent installation, in which the user may lock both the bicycle frame and wheels to the rack.
 - b. Bicycle facilities required by this Section shall be maintained for the duration of the use requiring such facilities, and shall not be used for other purposes.
3. Location of Bicycle Facilities.
 - a. Parking for bicycles shall be provided on site, and bicycle parking areas shall be well-lighted and located as near to the building or facility entrance as possible ~~but not more than fifty feet (50') away,~~ and shall not interfere with pedestrian traffic.
 - b. If possible, bicycle parking areas should utilize already existing weather protected areas such as building overhangs.
 - c. If bicycle and automobile parking areas or accessways abut each other, a physical barrier between the bicycle parking area and the automobile parking or drive areas shall be provided to prevent the possibility of bicycle-motor vehicle collisions.
4. Amount of Bicycle Parking Required. Parking for bicycles shall be provided as follows:

- a. *Multi-Unit Residential Use.* As applied to multi-unit dwellings containing three (3) or more units only: One (1) bicycle parking space per each two (2) dwelling units; except that residences or facilities where at least ninety percent (90%) of the units are designed for or occupied by persons age sixty (60) years or older shall provide one (1) bicycle parking space per each twenty (20) units.
- b. *Nonresidential Uses.* One (1) bicycle parking space per each ten (10) parking spaces required for motor vehicles, but not less than two (2) spaces per premises, unless otherwise specified below:
 - (1) Mortuary, auto service station, automobile services, drive-up windows providing services to occupants in vehicles—No bicycle spaces required.
 - (2) School (Grades K through 8)—One (1) bicycle parking space for each twenty (20) students.
 - (3) School (Grades 9 through 12)—One (1) bicycle parking space for each thirty (30) students.
 - (4) Commercial Recreation—One (1) bicycle parking space for each twelve (12) persons capacity.
 - (5) Community Facilities, including swim club, tennis club, community centers, neighborhood centers and similar activities—One (1) bicycle space for each twelve (12) persons capacity.
 - (6) Public Transit Station—One (1) bicycle parking space per each ten (10) parking spaces required for motor vehicles, but not less than twenty (20) spaces.

L.K. *Off-Street Loading Standards.*

- 1. Applicability. This Section's off-street loading requirements shall apply to:
 - a. All multi-unit dwellings containing twenty-five (25) or more units; and
 - b. All nonresidential principal uses.
- 2. Off-Street Loading Standards.
 - a. *Minimum Amount Required.* The number of off-street loading spaces, determined by the amount of gross floor area within the structure or structures, shall be as follows:

TABLE 16-6-4.4: MINIMUM NUMBER OF VEHICLE STACKING SPACES		
Activity Type	Minimum Stacking Spaces	Measured From
Bank teller lane	6 (Maximum = 30)	Teller or Window
Automated teller machine	3	Teller

Restaurant drive-through	6	Order Box
Restaurant drive-through	4	Order Box to Pick-Up Window
Car wash stall, automatic	9	Entrance
Car wash stall, self-service	3	Entrance
Automobile service station	2	From end of the line of pumps
Funeral home/mortuary	4	Primary Passenger Loading Area for Processions
Drive-in liquor store	3	Pick-Up Window
Drive-in dry cleaners	3	Pick-Up Window
Other	4	Pick-Up Window

b. *Minimum Dimensions and Design Standards.*

- (1) Minimum dimensions for all off-street loading spaces or loading berths shall be: Ten feet (10') wide, thirty-five feet (35') long, and fourteen feet (14') high.
- (2) The loading space or berth shall be designed so that vehicles shall not extend into public rights-of-way from the off-street loading space.

c. *Location.* Except as required in subsection L.3 below for the MU-B-1 district, the following standards shall apply:

- (1) Off-street loading spaces may be located within a structure.
- (2) The public right-of-way shall not be used as a loading dock or loading berth.
- (3) ~~When the lot on which the loading space is located abuts upon an alley, such loading space shall adjoin the alley unless, because of the design of the building served by the loading space, it is not feasible to have an access to the alley. The length of the loading space may be measured perpendicular to or parallel with the alley, except that on lots less than thirty-five feet (35') in width, the length of such loading space shall be measured perpendicular to the alley. Where said length is parallel with the alley, the loading space shall extend across the full width of the lot, except that if only two (2) such spaces are required, the length need not exceed sixty feet (60').~~

3. Off-Street Loading in the MU-B-1 District. Access for loading should be provided off the alley; or, if the property has no access to an alley, from the primary street. All other loading requirements in this subsection shall apply in the MU-B-1 district.

M.L. *Landscaping and Screening.* Off-street parking and loading areas shall comply with the parking area landscaping requirements in Section 16-6-7.F EMC, and the screening requirements for off-street loading areas stated in Section 16-6-7.K EMC.

N.M. *Snow Removal and Snow Storage.* Off-street parking areas having fifty (50) or more spaces shall provide a designated area for the storage of snow removed from the lot. Such storage area shall not be in a required parking space or spaces.

O. *Surface Cover.* Off street parking and loading spaces shall be of a hard surface, either paved with asphalt, concrete or brick pavers, except that the City may approve the use of alternate dust free surfacing materials (e.g., chip seal surfacing) to serve a principal permitted residential use.

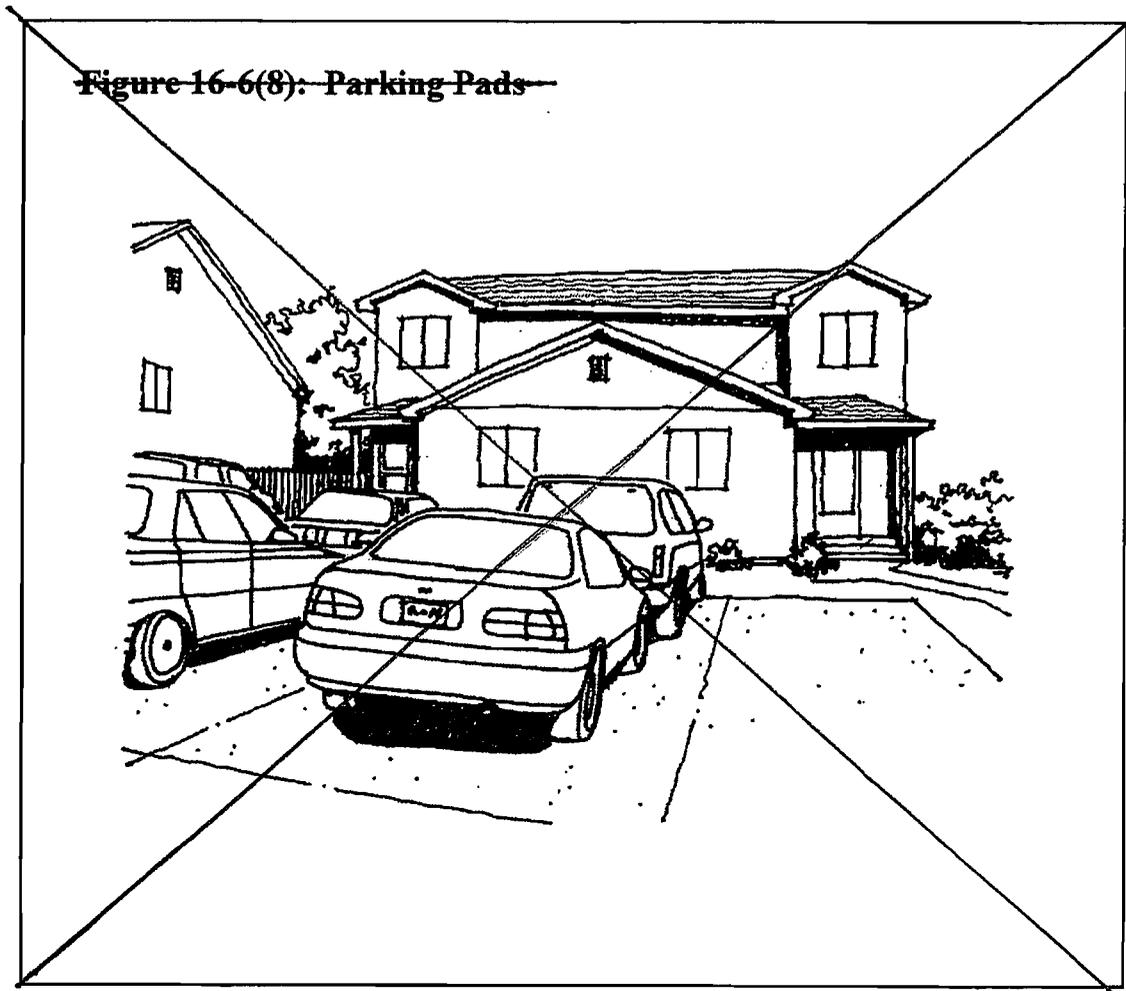
Section 15. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 10, Subsection B, Number 5, of the Englewood Municipal Code 2000, to read as follows:

16-6-10: Design Standards and Guidelines.

B. Residential Design Standards

5. Front Lot Coverage/~~Residential Driveway and Parking Pad Standards.~~

- a. ~~*Intent.* The presence of open lawn and landscaped front yards throughout the City's residential districts is a strong character defining feature of these neighborhoods. These front yards provide a soft edged buffer between the street and the homes, and their consistent appearance creates a uniform, inviting appearance along the street. As reinvestment occurs, the open character of the front yard area should be preserved. Paving and other hard materials, in excess, can detract from this appearance and should be limited to the narrow driveways and walkways as traditionally found.~~
- b. ~~*Parking Pads.* Parking pads in the front yard or setback area are subject to the maximum front lot coverage requirements and in no case shall the total width of any parking pad exceed twenty feet (20').~~



Commentary to Figure 16-6(8) [above]: This figure illustrates a prohibited parking pad. As shown, a parking pad which exceeds the twenty foot (20') maximum width and the forty five percent (45%) maximum front lot coverage for lots without rear alley access.

e.a. *Maximum Front Lot Coverage.*

(1) *Lots With Rear Alley Access.*

- (a) *General Rule.* The maximum front lot coverage shall be twenty-five percent (25%). The remainder of the front lot shall be landscaped according to the standards stated in Section 16-6-7 EMC. See Section 16-6-1.A EMC for rules of measurement regarding front lot coverage.
- (b) *Incentive for Front Porches.* The maximum front lot coverage may be increased to thirty-five percent (35%) when the dwelling includes a front porch that meets the following criteria:
 - (1) The front porch is covered but not enclosed; and

(2) The front porch has a minimum gross area of sixty (60) square feet, and a minimum dimension of five feet (5').

(2) Lots Without Rear Alley Access. The maximum front lot coverage shall be forty-five percent (45%). The remainder of the front lot shall be landscaped according to the standards stated in Section 16-6-7 EMC.

d. *Standards for Residential Driveways and Parking Pads within the Front Yard or Setback Area.*

~~(1) Relationship to and Conflict with Similar Provisions. The general residential driveway standards in Section 16-6-3 EMC, above shall apply to residential development, except that if this subsection's residential driveway standards conflict with the standards in Section 16-6-3 EMC, this subsection's standards shall control and apply.~~

~~(2) Zoning Site Plan Review Required. All new construction, surfacing or resurfacing, alteration, expansion, or re-installation of a residential driveway or parking pad shall require Zoning Site Plan review (see Section 16-2-9 EMC) prior to the start of work.~~

~~(3) The Use of Parking Pads in Conjunction with Driveways. The use of parking pads in conjunction with driveways is discouraged but not prohibited. However, in no case shall the total width of any combination of parking pad and driveway exceed twenty feet (20').~~

~~(4) Permitted Driveway and Parking Pad Paving Materials. Residential driveways and parking pads shall be improved with a durable hard surface approved by the City. Surfacing materials that may be used include concrete, exposed aggregate, and asphalt. Prohibited materials include dirt, gravel, crushed concrete, and Grasserete. Zoning Site Plan review (see Section 16-2-9) is required prior to the start of any residential driveway or parking pad surfacing.~~

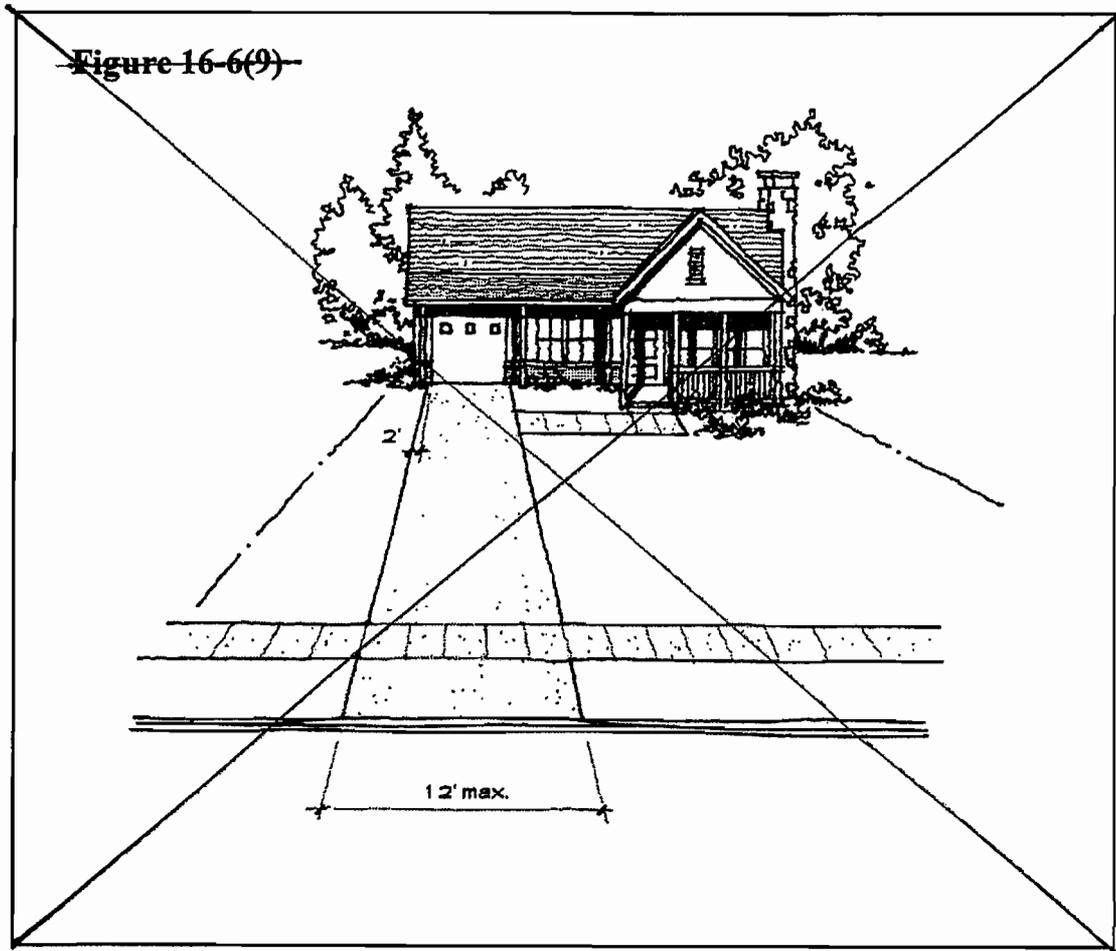
~~(5) Hollywood Driveways Prohibited. Hollywood driveways are prohibited.~~

~~(6) Maximum Driveway Width within the Front Yard or Setback Area.~~

~~(a) Lots without Rear Alley Access. On lots without rear alley access, residential driveways shall comply with the following standards. Permitted driveway width within the front yard or setback area shall vary according to the size of the garage served, as follows:~~

~~(1) Driveways Leading to a Single Door, One-Car Garage Maximum Driveway Width. The maximum driveway width in the front yard or setback area shall be two feet (2') wider than the garage door, but no wider than twelve feet (12').~~

- ~~(2) Driveways Leading to Two or More Single Garage Doors Maximum Driveway Width. The maximum driveway width in the front yard or setback area shall be the lesser of the following:~~
- ~~a. Two (2) feet wider than the cumulative width of two (2) or more single garage doors separated by a support or building wall that is three feet (3') or less wide; or~~
 - ~~b. Twenty feet (20').
If two (2) or more single garage doors are separated by a support or building wall that is more than three feet (3') wide, then the driveway width standards applicable to single door, one car garages in paragraph (1) above shall apply.~~
- ~~(3) Driveways Leading to a Double (Two Car) Garage Maximum Driveway Width. The maximum driveway width in the front yard or setback shall be twenty feet (20').~~
- ~~(4) Driveways Leading to a Double (Two Car) Garage Door Combined with One or More Single Garage Doors Maximum Driveway Width. The maximum driveway width in the front yard or setback area shall be twenty feet (20').~~
- ~~(5) Driveways Leading to a Carport Maximum Driveway Width. Two feet (2') wider than the width of the carport, or twenty feet (20'), whichever is less.~~



~~Figure 16-6(9)~~

Commentary to Figure 16-6(9) [above]: Within a residential structure's front yard or front setback area, the width of a residential driveway that leads from the street to a single door, one-car garage shall not exceed twelve feet (12').

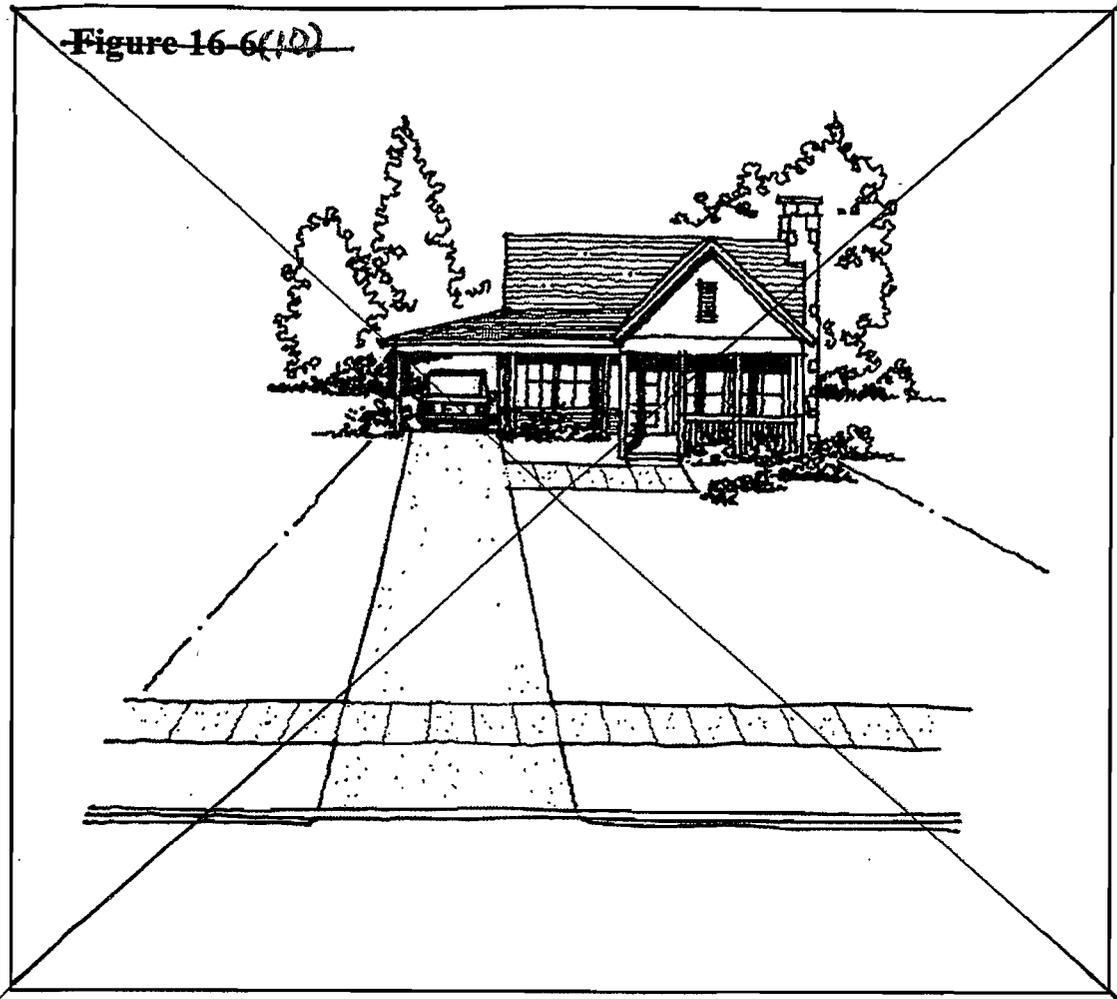
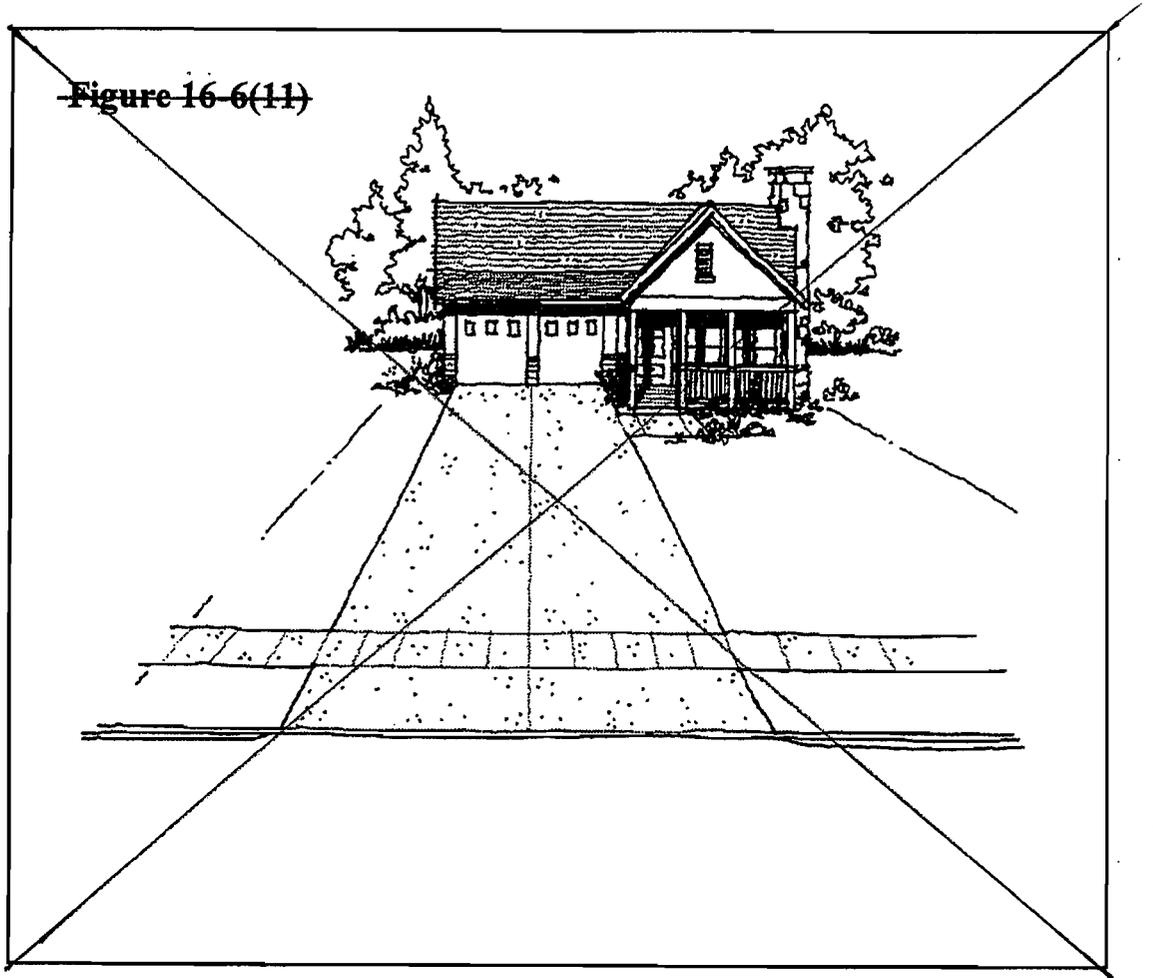


Figure 16-6(10)
Commentary to Figure 16-6(10) [above]: Within a residential structure's front yard or front setback area, the width of a residential driveway that leads from the street to a carport shall not exceed the lesser of two feet (2') wider than the carport's total width, or twenty feet (20').



Commentary to Figure 16-6(11) [above]: Within a residential structure's front yard or front setback area, the width of a residential driveway that leads from the street to two or more single garage doors cannot be greater than two feet (2') wider than the cumulative width of the two (2) doors (including the support wall in between), and in no case may the driveway width exceed twenty feet (20').

(b) *Lots with Rear Alley Access—Incentives.* When a lot has access from a rear alley available, the driveway standards stated in subsection (a) above shall apply when access to a garage or carport is taken from the front street and not the rear alley. However, in order to reduce the amount of impervious coverage in the front yard and setback area of lots in established neighborhoods, the City strongly encourages homeowners to use available rear alleys to access new or expanded accessory garages and carports whenever practicable. To encourage this practice, the City will provide the following incentives, which the City may allow singularly or in combination.

(1) When new development subject to these standards involves the construction or expansion of an accessory garage or carport, the applicant may increase the maximum front lot coverage stated in

~~Section 16-6-10.B.5.c(1) EMC by up to ten percent (10%) if access to the garage or carport is provided exclusively from the rear alley.~~

- ~~(2) When new development subject to these standards involves: (a) the construction or expansion of an accessory garage or carport, and (b) the applicant proposes to provide access to the garage or carport exclusively from the rear alley, and (c) the garage or carport will be located in the rear one third (1/3) of the lot, then the City may reduce the minimum rear yard setback for the principal dwelling structure by up to five feet (5') provided the City Manager or designee finds that, as applicable, the resulting rear yard will provide adequate usable open space for the residents' enjoyment.~~

Section 16. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 10, Subsection E, Number 4, Paragraph a, and renumbering the remainder of E(4) of the Englewood Municipal Code 2000, to read as follows:

16-6-10: Design Standards and Guidelines.

E. Design Standards and Guidelines for Large Retail Buildings.

~~4. Site Design and Relationship to the Surrounding Community.~~

~~a. Parking Lot Orientation.~~

- ~~(1) Guideline. Parking areas should provide safe, convenient, and efficient access. They should be distributed around large retail buildings in order to shorten the distance to other buildings and public sidewalks and to reduce the overall scale of the paved surface. If buildings are located closer to streets, the scale of the complex is reduced, pedestrian traffic is encouraged, and architectural details take on added importance.~~
- ~~(2) Standard. No more than seventy percent (70%) of the off street parking area for the entire property shall be located between the front facade of the principal large retail building(s) and the primary abutting street.~~

Section 17. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 11, Section 2, Subsection B, by deleting from the alphabetical list of definitions, of the Englewood Municipal Code 2000, to read as follows:

16-11-2: Definition of Words, Terms, and Phrases.

B. Definition of Words, Terms, and Phrases.

~~*Hard Surface:* As related to driveways, parking, and loading areas, "hard surface" means a durable surface of concrete, asphalt, exposed aggregate, brick pavers, or similar alternate materials approved by the City.~~

~~*Recreational Vehicles and Boats, Sales or Rental:* A specific type of vehicle and equipment use. The use of any building, land area or other premises for the display and sale or lease of new or used recreational vehicles, boats, and watercraft, including the outside storage of inventory, any warranty repair work, and other repair service conducted as an accessory use. See definition of "Vehicle and Equipment".~~

Section 18. 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 19. 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 20. 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 21. 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 22. 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 19th day of December, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of December, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of December, 2011 for thirty (30) days.

Randy 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 a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 19th day of December, 2011.

Loucrishia A. Ellis

RESOLUTION NO. _____
 SERIES OF 2011

A RESOLUTION SPECIFYING AID TO OTHER AGENCIES FOR 2012 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 2012 at the Study Session on December 12, 2011;

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 2012 Budget of the City of Englewood, Colorado for aid to other agencies;

SOURCE OF FUNDS:

Total 2012 Budget for Aid to other Agencies	\$24,974.00
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DESIGNATIONS FOR USE:

Metropolitan Mayors and Commissioners Youth Award	\$ 175.00
Arapahoe Philharmonic	\$ 200.00
Arapahoe Santa Claus Shop	\$ 250.00
Beacon Center	\$ -0-
Cornerstone Free Methodist Church	\$ 1,700.00
Doctor's Care	\$ 250.00
Englewood Cultural Arts Center Assoc.	\$ 400.00
EHS After Prom	\$ 250.00
Food Bank of the Rockies	\$ -0-
Freedom Service Dogs	\$ in kind
Gateway Battered Women's Shelter	\$ 900.00
Hospice of Denver	\$ 350.00
Inter-Faith Task Force	\$ 8,500.00
Living Branch Community Fellowship	\$ 1,100.00
Meals on Wheels	\$ 1,500.00
Special Olympics Program	\$ 500.00
Up Close and Musical	\$ 1,500.00
<u>Discretionary</u>	<u>\$ 2,425.00</u>
Total	\$20,000.00

ADOPTED AND APPROVED this 19th day of December, 2011.

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2011.

Loucrishia A. Ellis, City Clerk