Agenda for the
Regular Meeting of the
Englewood City Council
Monday, May 7, 2012
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 April 16, 2012.

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. Youth from Cherry Creek School District will be present to address Council regarding Destination ImagiNation.

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.

   a. Proclamation naming Thomas J. Burns as Englewood's Citizen of the Year for 2012.

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.

b. Proclamation recognizing May 20-26, 2012 as National Public Works Week.

c. Proclamation declaring May 19, 2012 as National Kids to Parks Day.

d. Proclamation declaring May 19, 2012 as Englewood Youth Soccer Association Day.

e. Letter from Kailei Higginson announcing his resignation from the Englewood Transportation Advisory Committee.

9. Consent Agenda Items.

a. Approval of Ordinances on First Reading.

i. Council Bill No. 25 – Recommendation from the Police Department to adopt a bill for an ordinance authorizing the application for and acceptance of a grant award from the Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) Program. **Staff Source: Deputy Chief Jeff Sanchez.**

b. Approval of Ordinances on Second Reading.

i. Council Bill No. 17 – Amending and clarifying the language of Title 12-1D-5 of the Englewood Municipal Code pertaining to "Charges for Turning Water On and Off".

ii. Council Bill No. 22 – Am emergency bill for an ordinance authorizing the issuance of General Obligation Water Refunding and Improvement Bonds Series 2012.

iii. Council Bill No. 23 – An emergency bill for an ordinance authorizing the issuance of Storm Water Enterprise Revenue Refunding Bonds Series 2012.

c. Resolutions and Motions.

i. Recommendation from the Public Works Department to approve, by motion, a contract for the Union Avenue Paving project. Staff recommends awarding the contract to the lowest acceptable bidder, New Design Construction, in the amount of $162,335. **Staff Source: Dave Henderson, Engineering/Capital Projects Administrator.**

10. Public Hearing Items.

a. A Public Hearing to gather input on Council Bill No. 24, a proposed bill for an ordinance approving the Denver Seminary Planned Unit Development (PUD) Amendment 3 adding Financial Institution with Drive-Through Service to the Table of Allowed Uses.

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.

11. Ordinances, Resolutions and Motions

a. Approval of Ordinances on First Reading.

i. Council Bill No. 26 – Recommendation from the Community Development Department to adopt a bill for an ordinance authorizing the execution of a three-year Intergovernmental Cooperation Agreement with Arapahoe County relating to the conduct of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs for program grant years 2013 through 2015. **Staff Source: Janet Grimmett, Housing Finance Specialist.**

b. Approval of Ordinances on Second Reading.

i. Council Bill No. 20 – Amending the Unified Development Code to establish the Mixed Use High Density Residential and Limited Office Zone District and the related zoning change (Medical Sub-area 3).

ii. Council Bill No. 21 – Amending the Unified Development Code to establish the Neighborhood Preservation Overlay Zone District and the related zoning change (Medical District Sub-area 2).

c. Resolutions and Motions.

i. Recommendation from the Littleton/Englewood Wastewater Treatment Plant Supervisory Committee to approve, by motion, a contract for the Capital Infrastructure Projects in the Littleton/Englewood Wastewater Treatment Plant 2012 Budget. Staff recommends awarding the contract to the lowest acceptable bidder, Calahan Construction Services, in the amount of $365,981. **Staff Source: Stewart Fonda, Utilities Director and Chong Woo, Engineering/Maintenance Manager.**

12. General Discussion.

a. Mayor's Choice.

b. Council Members' Choice.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment.

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.

5/2/12

To: City Of Englewood
attn: Sue or Lindsey
fax #303-762-2408

From: Debbie Lathram

Re; Roxie Girlz DI group for City Council Meeting Agenda Monday May 7th.

Attached please find some information for the Englewood City Council Meeting. Please call me if you have any questions.

Thank you;

Debbie Lathram

The Roxie Girlz Rock Destination Imagination!

Destination Imagination Colorado is the largest competition based creative problem solving organization in Colorado. It provides students the opportunity to unleash their innovative talents to solve open-ended challenges that show their creativity in technical, scientific, fine arts, improvisational, structural, and service learning fields.

The Roxie Girlz are a team of seven 4th graders from Cherry Hills Village Elementary School that achieved high honors in qualifying for Destination Imagination Global Finals, the largest creative thinking and problem solving competition in the world. The team members include Megan Branish, Belle Ebner, Alexa Huguez, Samantha Lathram, Sara Nisbet, Megan Richardson, and Ella Van Kempen. They will compete with over 1,000 other teams this May 22-26 in Knoxville, Tennessee in one of seven difficult, open-ended challenges. In doing so, they will need to apply science, technology, engineering and math (STEM), improvisation, theater arts, writing, project management, communication, innovation, teamwork and community service problem solving and leadership skills.

The Roxie Girlz competed at the DI Colorado State Finals on April 14th and placed third in their category of World Canvas (community service) which earned them the spot to compete at the Global Finals. The need the girls identified in their community was to help less fortunate families with food and housing. They choose to work with Interfaith Community Services located in Englewood, Colorado and help feed families who do not have enough food. The girls held a school and community food drive. They were able to fill three vans full of food with all the donations they collected! Seven 4th grade girls were able to make a huge impact. Not only were they able to help Interfairth and the community of Englewood but this process had a huge impact on the girls appreciation for what they have and an understanding of what many kids and families go without.

The trip to compete at Interfaith Globals is a once in a life time experience for these girls. We are looking for sponsorship for the trip so every girl is able to attend. The cost for our registration for the team is $4,500 and the cost per girl to go on this trip is approx $1,500. We are hoping that the City of Englewood would be able to financial help our girls. The sponsorship is a tax deductible donation since we are part of the Cherry Creek Schools 5013B.

Thank you for considering sponsorship to help get these girls to Global Finals.

Inter-Faith
COMMUNITY SERVICES

April 27, 2012

Dear Cherry Hills Village Elementary Destination Imagination Team,

I cannot tell you how proud I am of your amazing project and you all! You did a fabulous job planning and executing your project and in the process you have helped so many people.

All the canned and non-perishable food along with the personal care items made such a difference to us and those we serve. To a person who is looking for a job, it's pretty difficult to get past the interview if you don't have a toothbrush, toothpaste, soap and deodorant.

One of the families you helped was a single mother with four children. She had escaped a domestic violence relationship with her husband. We were able to get them into safe housing and your food and personal care items helped so much. They had nothing and thanks to you they were able to bathe and eat. Just an FYI, the kids are doing great and have maintained their straight As in school! That would have been very difficult for them to do if they were going hungry, they wouldn't have been able to concentrate on their studies. They are really looking forward to summer break! We also helped them with recreation center passes since they all love to swim.

Your food also helped an 80-year-old lady. Betty is raising her 17-year-old grandson and recently had some health issues. Due to the costs of her new medications, she didn't have any money left to purchase groceries. Without your help and the help from Inter-Faith, she and Victor would have gone hungry. They are now doing fine and Victor is looking forward to graduation in a couple of weeks.

Thank you so much for giving up your time and your compassion to help those right here in our community who were going through a difficult time.

All my best

Maria Pearson
Development & Special Events Manager

NEIGHBORS HELPING NEIGHBORS
3370 South Irving Street • Englewood, CO 80110-1816
(303) 789-0501 • (303) 789-3808 Fax • www.ifcs.org

PROCLAMATION

WHEREAS, each year the City Council of the City of Englewood, Colorado honors a Citizen of the Year who has made significant contributions to the community of Englewood; and

WHEREAS, Thomas J. Burns is a long-time Englewood resident who has dedicated his life to public service and who has served the City of Englewood and the entire Denver metropolitan region admirably; and

WHEREAS, Mr. Burns served as Mayor of Englewood from 1994 through 2001, and has also served on numerous Englewood boards and commissions during his nearly four decades of public service in Englewood; and

WHEREAS, while he was Mayor, Mr. Burns' ardent and vocal support of light rail expansion helped secure federal funding for the Southwest Light Rail Line and his progressive vision and commitment have also helped pave the way for improvements in housing opportunities, growth management, and open space enhancements in our community; and

WHEREAS, Mr. Burns has always placed a strong emphasis on regional cooperation and has played an important leadership role in the metro area, a commitment that was evidenced when he was recognized by his counterparts across the metro area with the prestigious John V. Christensen Award in 2001; and

WHEREAS, the Englewood City Council wishes to honor Tom Burns for his many contributions to the City and community of Englewood;

NOW, THEREFORE, we, the City Council of the City of Englewood, Colorado hereby take great pride in proclaiming

Thomas J. Burns as
Englewood's Citizen of the Year for 2012

ADOPTED AND APPROVED this 7th day of May, 2012.

Randy P. Penn, Mayor	Rick Gillit, City Council Member
James K. Woodward, Mayor Pro Tem	Joe Jefferson, City Council Member
	Bob McCaslin, City Council Member
	Linda Olson, City Council Member
	Jill Wilson, City Council Member

PROCLAMATION

WHEREAS, the American Public Works Association is sponsoring National Public Works Week based on the theme, "Public Works: Creating a Lasting Impression"; and

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the City wishes to promote the awareness of the need for public works professionals and the contributions they make to our health, safety, and comfort by providing efficient street systems, public buildings and traffic movement throughout the community; and

WHEREAS, the quality and effectiveness of these facilities, and the planning, design and construction is vitally dependent upon the efforts and skill of Public Works officials; and

WHEREAS, the City wishes to inspire excellence and dedication in public service by recognizing all of Public Works' outstanding employees and their achievements;

NOW THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, hereby proclaim the week of **May 20 - 26, 2012** as:

NATIONAL PUBLIC WORKS WEEK

and urge all citizens of the City of Englewood, Colorado to use this week to visit their local Public Works Department and better familiarize themselves with the important safety information and services provided by these public servants.

GIVEN under my hand and seal this 7th day of May, 2012.

Randy P. Penn, Mayor

PROCLAMATION

WHEREAS, May 19th, 2012 is the second National Kids to Parks Day organized and launched by the National Park Trust; and

WHEREAS, National Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's National Parks; and

WHEREAS, it is important to introduce a new generation to our National Parks because of the decline in park attendance over the last decades; and

WHEREAS, we encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, National Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, National Kids to Parks Day will broaden children's appreciation for nature and the outdoors;

NOW THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, hereby proclaim May 19th, 2012 as:

NATIONAL KIDS TO PARKS DAY

in the City of Englewood, Colorado. I urge all of our residents to take the children in their lives to a neighborhood, State or National Park.

GIVEN under my hand and seal this 7th day of May, 2012.

Randy P. Penn, Mayor

PROCLAMATION

WHEREAS, Englewood Soccer Association was incorporated in February, 1982 by volunteer citizens of Englewood to provide recreational soccer opportunities for the youth of Englewood and neighboring areas; and

WHEREAS, Englewood Soccer Association has served countless youth over the last thirty years, providing an opportunity to participate in a safe supervised athletic environment, and to learn the advantages of teamwork, sportsmanship, and other invaluable life lessons; and

WHEREAS, Englewood Soccer Association is composed of a member-elected board and a number of other volunteers who give their time and labor freely for the benefit of all the young people in the program; and

WHEREAS, Englewood Soccer Association prides itself on maintaining some of the lowest fees for recreational sports in the State, as well as providing scholarship programs for those who are unable to pay; and

WHEREAS, Englewood Soccer Association will celebrate the completion of its Spring Season and its 30th Anniversary on Saturday, May 19, 2012 at Bates/Logan Park in Englewood; and

WHEREAS, the City of Englewood wishes to congratulate Englewood Soccer Association on thirty successful years of service to the youth of our community;

NOW, THEREFORE, I, Randy P. Penn, Mayor of the City of Englewood, Colorado, offer the City of Englewood's heartfelt thanks and appreciation to Englewood Soccer Association for the important role it has played for the youth of the Englewood community and hereby declare

May 19, 2012 as a day of celebration in honor of Englewood Soccer Association's 30th Anniversary.

GIVEN under my hand and seal this 7th day of May, 2012.

Randy P. Penn, Mayor

Lindsay Von Colditz

To: Linda Trujillo
Subject: RE: ETAC

From: Kailei Higginson
Sent: Tuesday, April 17, 2012 4:00 PM
To: Linda Trujillo
Subject: ETAC

To whom it may concern,

I hereby tender my resignation. Effective immediately.

Sincerely
Kailei

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
May 7, 2012	9 a i	Acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG) - FY 2012 Local Solicitation

Initiated By:	Staff Source:
Police Department	Deputy Chief Jeff Sanchez

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

For the past several years, the Englewood City Council has approved applications for and receipt of Edward Byrne Memorial Justice Assistance Grants. These grants help fund police-related equipment purchases.

RECOMMENDED ACTION

The Police Department is recommending that City Council adopt an Ordinance authorizing the application for and acceptance of a grant award from the Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood Police Department was notified on March 28, 2012, that it had been awarded $16,908 from the Bureau of Justice Assistance (BJA). The award is based upon a congressionally-mandated JAG formula which is based on the state's share of violent crime and population. The City of Englewood receives an amount based on our proportion of the state's three-year violent crime average.

The Police Department is required to submit an application to the BJA outlining how this allocation will be spent. The BJA requires that an official review by City Council be conducted prior to the submission of the application, if possible.

This funding will be used to purchase new Tasers units from Taser International. The current Tasers need to be replaced because Taser International will no longer support the older units.

FINANCIAL IMPACT

The $16,908 will be used to help offset the amount needed to replace the entire inventory.

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2012

COUNCIL BILL NO. 25
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT REGARDING THE APPLICATION FOR AND ACCEPTANCE OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY 2012 LOCAL SOLICITATION.

WHEREAS, the Englewood City Council previously authorized the application for and acceptance of Justice Assistance Grants (JAG) with the passage of Ordinance #49, Series of 2008; Ordinance #12, Series 2009; and Ordinance #27, Series of 2009; Ordinance #16, Series of 2010; and Ordinance #33, Series of 2011; and

WHEREAS, the Justice Assistance Grant is a non-matching grant for 2012, awarding the City of Englewood Sixteen Thousand, Nine Hundred and Eight Dollars, ($16,908.00); and

WHEREAS, the Justice Assistance Grant incorporates funds from the U.S. Department of Justice;

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 the City to apply for and accept the Justice Assistance Grant from Edward Byrne Justice Assistance Grant Program, attached hereto as Exhibit A.

Section 2. The Mayor is authorized to execute the acceptance of the grant for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 7th day of May, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of May, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of May, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Kerry Bush, Deputy City Clerk

I, Kerry Bush, Deputy 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 7th day of May, 2012.

Kerry Bush

EXHIBIT A

OMB No. 1121-0329

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

The U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2012 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2012 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/12jagallocations.html. For JAG program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any United States Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or Trust Territories of the United States.

Deadline

Applicants must register in OJP's Grants Management System (GMS) prior to submitting application for this funding opportunity. Select the "Apply Online" button associated with the solicitation title. (See "How To Apply," page 14.) All registrations and applications are due by 8:00 p.m. eastern time on May 14, 2012. (See "Deadlines: Registration and Application," page 4.)

Contact Information

For technical assistance with submitting the application, contact the Grants Management System Support Hotline at 1–888–549–9901, option 3, or via e-mail to

Note: The GMS Support Hotline hours of operation are Monday–Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

For assistance with any other requirement of this solicitation. contact the BJA Justice Information Center at 1–877–927–5657, via e-mail to or by live web chat. The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, and 8:30 a.m. to 8:00 p.m. eastern time, Monday through Friday, on the solicitation close date.

Funding opportunity number assigned to announcement: BJA-2012-3256

Release date: March 28, 2012

2012 COLORADO JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2012 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction:(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: https://www.bja.gov/Publications/JAGTechRpt.pdf.

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: https://www.bja.gov/Funding/JAGFAQ.pdf.

State	Jurisdiction Name	Government Type	Eligible Individual Allocation	Eligible Joint Allocation
CO	ARAPAHOE COUNTY	County	$21,823	
CO	AURORA CITY	Municipal	$160,152	$181,975
CO	BOULDER COUNTY	County		
CO	BOULDER CITY	Municipal	$22,904	
CO	LONGMONT CITY	Municipal	$30,817	$53,721
CO	EL PASO COUNTY	County	$87,292	
CO	COLORADO SPRINGS CITY	Municipal	$206,343	$293,635
CO	JEFFERSON COUNTY	County	$21,230	
CO	LAKEWOOD CITY	Municipal	$70,942	$92,172
CO	LA PLATA COUNTY	County		
CO	DURANGO CITY	Municipal	$12,062	$12,062
CO	LARIMER COUNTY	County	$12,480	
CO	FORT COLLINS CITY	Municipal	$53,093	$65,573
CO	PUEBLO COUNTY	County		
CO	PUEBLO CITY	Municipal	$96,565	$96,565
CO	WELD COUNTY	County	$12,236	
CO	GREELEY CITY	Municipal	$48,317	$60,553
CO	ADAMS COUNTY	County	$45,773	

CO	ARVADA CITY	Municipal	$18,895
CO	CENTENNIAL CITY	Municipal	$15,165
CO	COMMERCE CITY	Municipal	$14,328
CO	DENVER CITY AND COUNTY	Municipal	$356,943
CO	DOUGLAS COUNTY	County	$27,784
CO	ENGLEWOOD CITY	Municipal	$16,908
CO	GRAND JUNCTION CITY	Municipal	$25,239
CO	LOVELAND CITY	Municipal	$13,387
CO	MESA COUNTY	County	$18,442
CO	NORTHGLENN CITY	Municipal	$11,365
CO	THORNTON CITY	Municipal	$60,066
CO	WESTMINSTER CITY	Municipal	$26,390
CO	WHEAT RIDGE CITY	Municipal	$16,559
	Local total		$1,523,500

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- Program Narrative (Required)
- Budget and Budget Narrative (Required)
- Review Narrative (Required)
- Abstract with Project Identifiers (Required)
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Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation CFDA #16.738

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Deadlines: Registration and Application

Applicants must register in GMS prior to submitting an application for this funding opportunity. The deadline to register in GMS is 8:00 p.m. eastern time on May 14, 2012, and the deadline to apply for funding under this announcement is 8:00 p.m. eastern time on May 14, 2012. See the "How To Apply" section on page 14 for more details.

Eligibility

Refer to the cover page of this solicitation for eligibility under this program.

JAG Program—Specific Information

Formula

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).

2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.

3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.

4. Determining local unit of government award allocations, which are based on their proportion of the state's three-year violent crime average. If a local eligible award amount is less than $10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is $10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Award Amount

Eligible award amounts under JAG are posted annually to BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Purpose Areas

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation, data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

JAG funds may also be used to address key statutory requirements that may not be otherwise funded, including requirements from the state and federal level, such as addressing limited English proficiency requirements and other similar mandates.

Responsibilities

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Length of Awards

Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total grant period of 4 years. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Director of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date.**

Administrative Funds

A unit of local government may use up to 10 percent of the award, plus any interest accrued, for costs associated with administering JAG funds.

Disparate Certification

A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Governing Body Review

The applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body) not fewer than 30 days before the application is submitted to BJA.

Public Comment

The applicant agency (the fiscal agent in disparate situations) must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and to neighborhood or community-based organizations.

Supplanting

Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. Supplanting is prohibited under JAG. See BJA's JAG web page and the updated JAG FAQs for examples of supplanting.

Trust Fund

Award recipients may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement only applies to direct JAG award recipients as well as subrecipients that are not on a reimbursement basis.

Match Requirement

While match is not required with the JAG Program, match is as an effective strategy for states and units of local government to expand justice funds and build buy-in for local criminal justice initiatives. If an applicant proposes a voluntary match amount, the match amount incorporated into the OJP-approved budget becomes mandatory and subject to audit.

Prohibited Uses

No JAG funds may be expended outside of JAG purpose areas. Even within these purpose areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies* that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- **Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

***For information related to requesting a waiver to use funds for any prohibited item, refer to the updated JAG FAQs on BJA's JAG web page.**

****Police cruisers may include a police pursuit vehicle (PPV) or system support vehicle (SSV). Examples include sedans and sport utility vehicles (SUVs).**

Budget Information

Limitation on Use of Award Funds for Employee Compensation; Waiver
With respect to any award of more than $250,000 made under this solicitation, federal funds may not be used to pay total cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the Federal Government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2012 salary table for SES employees is available at www.opm.gov/oca/12tables/indexSES.asp. Note: A recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The limitation on compensation rates allowable under an award may be waived on an individual basis at the discretion of the Assistant Attorney General (AAG) for OJP. An applicant requesting a waiver should include a detailed justification in the budget narrative of its application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit its budget.

The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service being provided, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

Minimization of Conference Costs
No OJP funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (i.e., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be obtained. Such an exception would require prior approval from the BJA Director. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

Updated Department of Justice and OJP guidance on conference planning, minimization of costs, and conference cost reporting will be forthcoming and will be accessible on the OJP web site at www.ojp.usdoj.gov/funding/funding.htm.

Costs Associated with Language Assistance (if applicable)
If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits by individuals with limited English proficiency may be allowable costs. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section of the OJP "Other Requirements for OJP Applications" web page (www.ojp.usdoj.gov/funding/other_requirements.htm).

Updated Requirements

Bulletproof Vest Certification

Bulletproof vests can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.

- BVP is a program designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the BVP web page.

- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the bulletproof vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.

- Bulletproof vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

- As is the case in BVP, grantees that wish to purchase vests with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf This policy must be in place for at least all uniformed officers before any FY 2012 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. A *mandatory wear concept and issues paper* and a *model policy* are available by contacting the BVP Customer Support Center at vests@usdoj.gov or toll free at 1–877–758–3787.

- A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/12JAGBVPCert.pdf.

Interoperable Communications Guidance

- Grantees (including subgrantees) that are using FY 2012 JAG Program funds to support emergency communications activities must comply with the *FY 2012 SAFECOM Guidance for Emergency Communication Grants,* including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov.

- Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact if you are not familiar with your state or territory's SWIC. If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure

coordination. Grantees (and sub-grantees) must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to their assigned BJA State Policy Advisor once items are procured during any periodic programmatic progress reports.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at ncjrs.gov/pdffiles1/nij/sl000989.pdf

Reporting Requirements

Once an award is accepted, award recipients must submit quarterly financial status (SF-425) and annual programmatic reports through GMS, quarterly performance metrics reports (see Performance Measures section below) through BJA's Performance Measurement Tool (PMT), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary (see FFATA section below).

Performance Measures

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), P.L. 103-62, and the GPRA Modernization Act of 2010, Public Law 111–352, applicants who receive funding under this solicitation must provide data that measures the results of their work. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) web site: www.bjaperformancetools.org. The performance measure can be found at: www.bjaperformancetools.org/help/ARRAJAGandJAGCombinedIndicatorGrid.pdf.

All JAG recipients should be aware that BJA is currently making changes to the JAG performance reporting processes, including measures. While state administering agencies are playing a role in the process, recipients are advised that the reporting requirements noted above may be subject to modification through this process.

Submission of performance measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for performance measures. Refer to the section "What an Application Should Include" on page 16 for additional information.

Note on Project Evaluations
Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do

not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge." 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the OJP Other Requirements for OJP Applications" web page (www.ojp.usdoj.gov/funding/other_requirements.htm). Applicants whose proposals may involve a research or statistical component also should review the "Confidentiality" section on that web page.

Notice of Post-Award FFATA Reporting Requirement

Applicants should anticipate that OJP will require all recipients (other than individuals) of awards of $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), to report award information on any first-tier subawards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding subawards will be made through the FFATA Subaward Reporting System (FSRS), found at www.fsrs.gov.

Note also that applicants should anticipate that no subaward of an award made under this solicitation may be made to a subrecipient (other than an individual) unless the potential subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.

Priorities

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level.

As an overall framework for success, we encourage both state and local comprehensive justice planning, bringing all of the system stakeholders together—including law enforcement, courts, prosecutors, defenders, corrections officials, and other stakeholders (including victims and victim advocates)—to create a comprehensive and strategic justice plan to ensure coordination and a more effective justice system.

In addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where we will be focusing nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership.

Funding Evidence-Based Programs

BJA strongly encourages state and local planners to fund programs that are evidence-based and have been proven effective. In the current difficult budgetary climate, it is more critical than ever that JAG dollars are spent on programs with proven effectiveness.

Questions often arise about what is meant by evidence-based programs. OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence (generally obtained through one or more outcome evaluations). Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

In 2011, OJP made an excellent online tool available to criminal justice practitioners and policy makers to identify evidence based programs that are effective or promising. CrimeSolutions.gov is the OJP online resource about what works in criminal justice, juvenile justice, and crime victim services. Using certified expert reviewers, CrimeSolutions.gov provides detailed information and evidence ratings of programs that may fall within the JAG purpose areas. Launched in June 2011, CrimeSoultions.gov features multiple, user-friendly search options; easy to read program profiles and evaluation summaries from over three decades of research; and recognizable evidence ratings by certified reviewers with research and subject area expertise . CrimeSolutions.gov is intended to increase the use of evidence-based programs in criminal justice, juvenile justice and victim services settings; inform practitioners and policy makers about what works using the best available evidence; and help state and local jurisdictions address crime effectively and efficiently. BJA urges SAAs and local jurisdictions to use information available in CrimeSolutions.gov in making funding decisions.

Criminal Justice Planning

Jurisdictions are strongly encouraged to use JAG funding to support their existing strategic plan. If such a plan does not now exist, jurisdictions are encouraged to develop and undertake a strategic planning process, using a community engagement model, in order to guide spending under this and future fiscal year allocations. Training and technical assistance (TTA) is available from BJA's TTA providers to assist localities with the development of their strategic planning process and their plan to fund evidence-based projects. To ensure that the impact of Byrne JAG funding decisions is considered across the entire criminal justice system, we are redoubling our efforts to encourage state and local jurisdictions to bring all system stakeholders together in the strategic planning process. Our recommended guidelines are that at a minimum, the strategic planning process includes law enforcement, courts, prosecutors, indigent defense providers, victim advocates, and corrections and community corrections officials. BJA will continue to provide valuable technical assistance in 2012 through the National Criminal Justice Association (NCJA) for comprehensive criminal justice planning that includes bringing all criminal justice stakeholders to the table to develop innovative strategies to improve the fair administration of justice. For more information, see the National Center for Justice Planning web site.

Recidivism Reduction and Community Corrections

In this time of fiscal austerity and smaller state and local budgets, reducing the overall costs of incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pre-trial services programs and innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts. This includes development and implementation of strategies for the identification, supervision, and treatment of medium- to high-risk offenders that demonstrate the integration, use, and efficacy of evidenced-based practices and principles in the improvement of the delivery of probation and/or parole supervision strategies and practices.

Indigent Defense

Another key priority area is ensuring that justice is truly done in the criminal justice system is support for indigent defense. BJA continues to encourage states and SAAs to use JAG funds to support the vital needs of the indigent defense community. Attorney General Holder has consistently stressed that the crisis in indigent defense reform is a serious concern which must be addressed if true justice is to be achieved in our nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants. (See ABA Ten Principles.)

Evidence-Based "Smart Policing" Programs

As a result of the current fiscal crisis, many police departments are experiencing unprecedented budget cuts, layoffs and reductions in force. These challenges must be met by making wider use of advancements in the law enforcement field in the last several decades which rely on use of data, crime analysis, crime mapping and other analytic tools, cutting edge technology, and research and evaluations regarding effective policing strategies and programs. A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Policy at George Mason University and provides valuable information on policing strategies and programs that work. BJA encourages states to use JAG funds to support these "smart policing" strategies, including a focus on real time crime analysis centers (CACs), and effective partnerships with universities and research partners and with non-traditional criminal justice partners. Counterterrorism continues to be the number one priority for the Department of Justice. At the state and local level, high functioning, evidence-based, data driven public safety agencies are a critical component of our nation's "all crimes" strategy. In addition, the JAG Program has long supported effective and collaborative multi-jurisdictional task forces and justice information sharing programs, which continue as a priority in order to maintain our nation's historic reductions in violent crime.

Officer Safety and Wellness

Law enforcement safety and wellness issues are an important priority for the Department of Justice, have become highly visible as recent trends have shown an increase in law enforcement deaths. According to the National Law Enforcement Officers Memorial Fund, 2011 showed a 16 percent increase in law enforcement fatalities with a 20 percent increase in

firearms-related fatalities. The Department of Justice is taking a holistic approach to addressing officer safety and wellness by providing training and technical assistance to state and local law enforcement, as well as studying law enforcement injuries. BJA encourages states and local jurisdictions to use JAG funds to support this priority area by providing training—such as paying for tuition and travel expenses related to attending trainings like the VALOR training—as well as providing start-up funding for health and wellness programs to law enforcement agencies.

How To Apply

Applications are submitted through OJP's Grants Management System (GMS). GMS is a web-based, data-driven computer application that provides cradle to grave support for the application, award, and management of awards at OJP. Applicants must register in GMS for each specific funding opportunity and should begin the process immediately to meet the GMS registration deadline, especially if this is the first time using the system. Complete instructions on how to register and submit an application in GMS can be found at www.ojp.usdoj.gov/gmscbt/. If the applicant experiences technical difficulties at any point during this process, e-mail or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP highly recommends that applicants start the registration process as early as possible to prevent delays in submitting an application package by the specified application deadline.

All applicants should complete the following steps:

1. **Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or renewal of an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Obtain a DUNS number by calling Dun and Bradstreet at 866-705-5711 or by applying online at www.dnb.com. A DUNS number is usually received within 1-2 business days.

2. **Acquire or renew registration with the Central Contractor Registration (CCR) database.** OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the CCR database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Note, however, that applicants must **update or renew their CCR registration annually** to maintain an active status. Information about CCR registration procedures can be accessed at www.ccr.gov.

3. **Acquire a GMS username and password.** A new user must create a GMS profile by selecting the "First Time User" link under the sign-in box of the GMS home page. For more information on how to register in GMS, go to www.ojp.usdoj.gov/gmscbt/.

4. **Verify the CCR registration in GMS.** OJP requests that all applicants verify their CCR registration in GMS. Once logged into GMS, click the "CCR Claim" link on the left side of the default screen. Click the submit button to verify the CCR registration.

5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Select the Bureau of Justice Assistance and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.

6. **Register by selecting the "Apply Online" button associated with the solicitation title.** The search results from step 5 will display the solicitation title along with the registration and application deadlines for this funding opportunity. Select the "Apply Online" button in the "Action" column to register for this solicitation and create an application in the system.

7. **Complete the Disclosure of Lobbying Activities.** All applicants must complete this information and submit the form in GMS. An applicant that expends any funds for lobbying activities must provide the detailed information requested on the form, *Disclosure of Lobbying Activities*, (SF-LLL). An applicant that does not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields. Access the form at www.ojp.gov/funding/forms/disclosure.pdf.

8. **Submit an application consistent with this solicitation by following the directions in GMS.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, an applicant must wait for GMS approval before submitting an application. Applicants are urged to submit the application **at least 72 hours prior** to the due date of the application.

Note: OJP's Grants Management System (GMS) does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

Note: Duplicate Applications
If an applicant submits multiple versions of an application, BJA will review the most recent version submitted.

Experiencing Unforeseen GMS Technical Issues

If an applicant experiences unforeseen GMS technical issues beyond the applicant's control that prevent submission of its application by the deadline, the applicant must contact the BJA Programs Office staff **within 24 hours after the deadline** and request approval to submit the application. At that time, BJA Programs Office staff will instruct the applicant to submit specific information detailing the technical difficulties. The applicant must e-mail: a description of the technical difficulties, a timeline of submission efforts, the complete grant application, the applicant DUNS number, and GMS Help Desk tracking number(s) received. **Note: Requests are not automatically approved by BJA.** After the program office reviews all of the information submitted, and contacts the GMS Help Desk to validate the technical issues reported, OJP will contact the applicant to either approve or deny the request to submit a late application. If the technical issues reported cannot be validated, the application will be rejected as untimely.

The following conditions are not valid reasons to permit late submissions: (1) failure to begin the registration process in sufficient time, (2) failure to follow GMS instructions on how to register and apply as posted on its Web site, (3) failure to follow all of the instructions in the OJP solicitation, and (4) technical issues experienced with the applicant's computer or information technology (IT) environment, including firewalls.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page, www.ojp.usdoj.gov/funding/solicitations.htm.

What an Application Should Include

Applicants should anticipate that failure to submit an application that contains all of the specified elements may negatively affect the review of the application and, should a decision be made to make an award, will result in the inclusion of special conditions that preclude access to or use of award funds pending satisfaction of the conditions.

Refer to the BJA Grant Writing and Management Academy and OJP 101 for an overview of what should be included in each application requirement. These trainings can be found at bja.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.

OJP strongly recommends use of appropriately descriptive file names (e.g., "Program Narrative," "Budget and Budget Narrative," "Memoranda of Understanding," etc.) for all required attachments.

1. **Information to Complete the Application for Federal Assistance (SF-424)**
   The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and GMS take information from the applicant's profile to populate the fields on this form.

2. **Program Narrative**
   Applicants **must** submit a program narrative that generally describes the proposed program activities for the four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

   Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

3. **Budget and Budget Narrative**
   Applicants **must** submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other

category. For informational purposes only, a sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

4. **Review Narrative**
   Applicants **must** submit information documenting that the date the JAG application was made available for review to the governing body, or to an organization designated by that governing body, on a date not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens to the extent applicable law or established procedures make such opportunity available.

   Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

5. **Abstract**
   Applicants **must** provide an abstract that includes the applicant's name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify up to five project identifiers** that would be associated with proposed project activities. The list of all identifiers can be found at www.bja.gov/programs/jag/jag12/12JAGIdentifiers.pdf. The abstract **should not** exceed a half-page, or 400-500 words.

   Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

6. **Tribal Authorizing Resolution (if applicable)**
   If an application is being submitted by either (1) a tribe or tribal organization or (2) a third party proposing to provide direct services or assistance to residents on tribal lands, then a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable governing body authorizing the inclusion of the tribe or tribal organization and its membership should be included with the application. In those instances when an organization or consortium of tribes proposes to apply for a grant on behalf of a tribe or multiple specific tribes, then the application should include a resolution (or comparable legal documentation, as may be applicable) from all tribes that will be included as a part of the services/assistance provided under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without authorizing resolution or other enactment of each tribal governing body) may submit a copy of its consortium bylaws with the application in lieu of tribal resolutions (or comparable legal documentation).

   If an applicant is unable to obtain and submit with its application a fully-executed (*i.e.*, signed) copy of a tribal resolution or other, comparable legal documentation as may be consistent with the tribe's governance structure, then, at minimum, the applicant should submit an unsigned, draft version of such legal documentation as part of its application

(except in cases where, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, use of and access to funds will be contingent on receipt of the fully-executed tribal resolution or other, comparable legal documentation.

7. **Additional Attachments (if applicable)**
   Jurisdictions certified as disparate **must** identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application **must** determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, **must** be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU **must** be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

   Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

8. **Other Standard Forms**
   Additional forms that may be required in connection with an award are available on OJP's funding page at www.ojp.usdoj.gov/funding/forms.htm. For successful applicants, receipt of funds may be contingent upon submission of all necessary forms. Note in particular the following forms:

   a. Standard Assurances
      Applicants must read, certify, and submit this form in GMS prior to the receipt of any award funds.

   b. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
      Applicants must read, certify and submit in GMS prior to the receipt of any award funds.

   c. Accounting System and Financial Capability Questionnaire (required for any applicant other than an individual that is a non-governmental entity and that has not received any award from OJP within the past 3 years; this form must be downloaded, completed, and submitted)

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. Applications for formula awards will be reviewed to ensure statutory requirements have been met.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the Assistant Attorney General (AAG).

Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP strongly encourages applicants to review the information pertaining to these additional requirements prior to submitting your application. Additional information for each requirement can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Nonsupplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs Financial Guide
- Suspension or Termination of Funding
- Nonprofit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Awards in excess of $5,000,000 – federal taxes certification requirement
- Active CCR Registration

Provide Feedback to OJP on This Solicitation

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, application submission process, and/or the application review/peer review process. Feedback can be provided to

Application Checklist

FY 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation

The application checklist has been created to assist in developing an application.

Eligibility Requirement:

_____ The jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's JAG web page

_____ The federal amount requested is within the allowable limit of the FY 2012 JAG Allocations List as listed on BJA's JAG web page

What an Applications Should Include:

_____ Standard 424 Form (see page 16)

_____ Program Narrative (see page 16)

_____ Budget and Budget Narrative (see page 16)

_____ Review Narrative (the date the JAG application was made available to the governing body for review and that it was provided to the public for comment) (see page 17)

_____ Abstract (see page 17)

_____ Tribal Authorizing Resolution (if applicable) (see page 17)

_____ Disclosure of Lobbying Activities (SF-LLL) (see page 15)

_____ Additional Attachments (if applicable) (see page 18);

_____ Other Standard Forms as applicable (see page 18), including:

  _____ Accounting System and Financial Capability Questionnaire (if applicable)

_____ DUNS Number (see page 14)

_____ CCR Registration (see page 14)

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2012

COUNCIL BILL NO. 17
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE AMENDING AND CLARIFYING THE LANGUAGE REGARDING TITLE 12-1D-5 OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO CHARGES FOR TURNING WATER ON AND OFF.

WHEREAS, this Section was amended by the passage of Ordinance No. 9, Series of 1980, to provide a charge for services when water is turned on or off at the request of the customer; and

WHEREAS, Ordinance No. 10, Series of 1996 amended this Section of the Englewood Municipal Code relating to the actual costs charged; and

WHEREAS, one word was written incorrectly but was not amended with the passage of Ordinance No. 10, Series of 1996; and

WHEREAS, the City wishes to clarify the actual wording and intent of the original Ordinance which includes the costs of excavation and street cut permits when the City is required to access a water main under this Section of the Englewood Municipal Code; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of this Ordinance at their January 10, 2012 meeting;

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 12, Chapter 1D, Section 5, of the Englewood Municipal Code 2000, to read as follows:

12-1D-5: - Charges for Turning Water On and Off.

The City is authorized to charge fifteen dollars ($15.00) for services rendered when a customer service representative visits a premises to turn off the water for non-payment. The City is authorized to charge five dollars ($5.00) for services rendered when a customer service representative visits a premises to deliver a turn-off notice. If water which has been turned off at the curb box by the City is unlawfully turned on again or is caused to be turned on by the user, or if the waterway controlling the service is not readily accessible, the service may be cut off at the main by the City and, before the water shall be turned on again, the user desiring the same on said premises shall pay the cost and expense of turning said service off and on, and said cost shall ~~exclude~~ also include excavation and street cut permits.

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 it 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 16th day of April, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 20th day of April, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of April, 2012 for thirty (30) days.

Read by title and passed on final reading on the 7th day of May, 2012.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2012, on the 11th day of May, 2012.

Published by title on the City's official website beginning on the 9th day of May, 2012 for thirty (30) days.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Kerry Bush, Deputy City Clerk

I, Kerry Bush, Deputy 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 2012.

_____
Kerry Bush

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2012

COUNCIL BILL NO. 22
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE OF THE CITY OF ENGLEWOOD AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION WATER REFUNDING AND IMPROVEMENT BONDS, SERIES 2012, TO REFUND OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY AT A LOWER INTEREST RATE AND TO FINANCE THE CONSTRUCTION OF IMPROVEMENTS TO THE CITY'S WATER SYSTEM; AUTHORIZING THE LEVY OF PROPERTY TAXES, IF NECESSARY, TO PAY SUCH BONDS; PROVIDING THE FORM OF THE BONDS AND OTHER DETAILS IN CONNECTION THEREWITH; APPROVING DOCUMENTS RELATING TO THE BONDS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Englewood, Colorado is a municipal corporation duly organized and operating as a home rule city under Article XX of the Constitution of the State of Colorado and the Charter of the City (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance); and

WHEREAS, pursuant to Section 104 of the Charter, the City is authorized to issue general obligation bonds for any public capital purpose, subject to obtaining voter approval of a ballot question authorizing such bonds; and

WHEREAS, pursuant to Section 106 of the Charter, the City may issue refunding bonds by ordinance, without an election, for the purpose of paying outstanding bonds of the City; and

WHEREAS, pursuant to Article X, Section 20 of the State Constitution (TABOR) refinancing bonded debt at lower interest rates does not require voter approval in advance under the terms and provisions of TABOR; and

WHEREAS, at an election on November 4, 1997, the following ballot question (the "Ballot Issue Authorization") was approved by a majority of the eligible electors of the City voting on the Ballot Issue Authorization:

SHALL THE CITY OF ENGLEWOOD DEBT BE INCREASED $15,100,000.00 WITH A REPAYMENT COST OF $25,300,000 AND SHALL THE CITY OF ENGLEWOOD'S TAXES BE INCREASED $1,300,000 ANNUALLY FOR THE PAYMENT OF SUCH DEBT, ALL FOR THE PURPOSE OF FINANCING THE CONSTRUCTION OF IMPROVEMENTS TO THE CITY'S WATER SYSTEM AND THE PURCHASE OF WATER PROCESSING EQUIPMENT INCLUDING ALL NECESSARY AND APPURTENANT FACILITIES, BY THE ISSUANCE AND PAYMENT OF GENERAL OBLIGATION BONDS PAYABLE FROM SUCH CITY FEES, TAXES OR OTHER REVENUES AS THE CITY COUNCIL MAY DETERMINE, WHICH BONDS SHALL BE SUBJECT TO REDEMPTION, WITH OR WITHOUT PREMIUM, AND BE ISSUED AT SUCH MAXIMUM INTEREST RATE, DATED AND SOLD AT SUCH TIME OR TIMES AT SUCH PRICES (AT, ABOVE, OR BELOW PAR) AND IN

SUCH MANNER AND CONTAINING SUCH TERMS NOT INCONSISTENT HEREWITH, AS THE CITY COUNCIL MAY DETERMINE, WHICH AUTHORIZATION SHALL INCLUDE AUTHORIZATION TO REFUND SUCH BONDS WITHOUT ADDITIONAL VOTER APPROVAL; AND IN CONNECTION THEREWITH IF DETERMINED BY THE CITY COUNCIL (I) SHALL THE CITY'S AD VALOREM PROPERTY TAXES BE INCREASED IN ANY YEAR IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS WHEN DUE, WITHOUT LIMITATION AS TO RATE OR AMOUNT OR ANY OTHER CONDITION, AND (II) SHALL THE REVENUES FROM SUCH TAXES AND ANY EARNINGS THEREON AND FROM THE INVESTMENT OF THE PROCEEDS OF SUCH BONDS CONSTITUTE A VOTER-APPROVED REVENUE CHANGE?; and

WHEREAS, pursuant to such authorization, the City previously issued its "City of Englewood, Colorado, General Obligation Water Bonds, Series 2004" of which $1,970,000 in aggregate principal amount maturing on and after January 1, 2015 are currently outstanding and bear interest at rates between 3.750% and 4.750% per annum (the "Refunded Bonds"); and

WHEREAS, the Refunded Bonds are subject to redemption prior to maturity at the option of the City, in whole or in part, on January 1, 2014 upon payment of par plus accrued interest to the redemption date, without redemption premium; and

WHEREAS, pursuant to such authorization, the City also previously issued its "City of Englewood, Colorado, General Obligation Water Bonds, Series 2009" in the aggregate principal amount of $2,615,000, which bonds are not expected to be refunded with the proceeds of the Bonds; and

WHEREAS, the City has authorized but unissued debt from the Ballot Issue Authorization in the amount of $9,430,000, which amount is available for the purpose of constructing improvements to the City's water system; and

WHEREAS, Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado, has presented a proposal to the City to issue general obligation water bonds for the purposes of (i) financing the construction of improvements to the City's water system, and (ii) advance refunding the Refunded Bonds, and the Council has determined that the negotiated sale of the Bonds to said company is to the best advantage of the City; and

WHEREAS, a portion of the net proceeds derived from the sale of the Bonds, together with other legally available funds of the City if necessary, will be irrevocably deposited with the Bank and placed into a special fund and trust account for the purpose only of paying the principal of and interest due and payable on the Refunded Bonds on and prior to the Call Date; and

WHEREAS, the principal of and interest on the Refunded Bonds are payable at UMB Bank, n.a. (as successor in interest to American National Bank), in Denver, Colorado, or its successor, as paying agent; and

WHEREAS, the City has received and there are available to the members of the Council, forms of the Preliminary Official Statement, the Bond Purchase Agreement, the Escrow Agreement and the Paying Agent Agreement; and

WHEREAS, the Council desires to authorize the issuance and sale of the Bonds and, as provided in Title 11, Article 57, Part 2, Colorado Revised Statutes, delegate authority to the Sale Delegate to make certain determinations regarding the Bonds to be set forth in the Sale Certificate in accordance with the provisions of this Ordinance.

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

Section 1. **Definitions.** The following terms shall have the following meanings as used in this Ordinance:

"*Ballot Issue Authorization*" means the ballot question quoted and defined as such in the preambles hereto approved at the election held November 4, 1997 by City voters, and pursuant to which, in addition to other bond issues, the Refunded Bonds were issued.

"*Bank*" means UMB Bank, n.a., a national banking association duly organized and existing under the laws of the United States of America which has full and complete trust powers and is a qualified institution under the Public Deposit Protection Act of the State.

"*Bond Account*" means the account established by the provisions hereof to account for the moneys for which a separate tax levy is made, or legally available moneys are applied, to satisfy the obligations of the Bonds. The Bond Account shall be a subsidiary account of the appropriate fund or account of the City and separately accounted for by the City in accordance with the provisions hereof.

"*Bond Counsel*" means (a) as of the date of issuance of the Bonds, Kutak Rock LLP, and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the City with nationally recognized expertise in the issuance of municipal bonds.

"*Bond Obligation*" means, as of any date, the principal amount of the Bonds Outstanding as of such date.

"*Bond Purchase Agreement*" means the Bond Purchase Agreement, pursuant to which the City is to agree to sell and the Underwriter is to agree to purchase the Bonds at the prices and on the terms set forth therein.

"*Bonds*" and "*Series 2012 Bonds*" means the Bonds authorized by the Section hereof titled "Authorization and Purpose of Bonds."

"*Business Day*" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

"*Charter*" means the home rule Charter of the City.

"*Call Date*" means the date or dates on which the Refunded Bonds shall be called for optional prior redemption as established in the Sale Certificate.

"*City*" means the City of Englewood, Colorado, and any successor thereto.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

"*Council*" means the City Council of the City.

"*County*" means Arapahoe County, Colorado.

"*Dated Date*" means the original dated date for the Bonds as established in the Sale Certificate.

"*Defeasance Securities*" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct, non callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to the extent such investments are Permitted Investments.

"*DTC*" means The Depository Trust Company, New York, New York, and its successors in interest and assigns.

"*DTC Blanket Letter of Representations*" means the letter of representations from the City to DTC to induce DTC to act as securities depository for the Bonds.

"*Enabling Laws*" means the Charter; Article 56 of Title 11, Colorado Revised Statutes; and Part 2 of Article 57 of Title 11, Colorado Revised Statutes.

"*Escrow Account*" means, in connection with the Bonds, the account established and designated as such in the section hereof entitled "Escrow Account; Payment of Refunded Bonds" to be maintained by the Bank in accordance with the Escrow Agreement and the provisions hereof.

"*Escrow Agreement*" means the Escrow Agreement dated as of the Dated Date, between the City and the Bank.

"*Event of Default*" means any of the events specified in the Section hereof titled "Events of Default."

"*Improvement Project*" means any purpose for which proceeds of the Bonds may be expended under the Enabling Laws and the Ballot Issue Authorization, including, but not limited to, the payment of costs of issuance of the Bonds.

"*Interest Payment Date*" means each January 1 and July 1, commencing January 1, 2013, or such other dates as established in the Sale Certificate for payment of interest on the Bonds.

"*Official Statement*" means the final Official Statement relating to the Bonds.

"*Ordinance*" means this Ordinance, including any amendments or supplements hereto.

"*Outstanding*" means, as of any date, all Bonds issued and delivered by the City, except the following:

(a) any Bond cancelled by the City or the Paying Agent, or otherwise on the City's behalf, at or before such date;

(b) any Bond held by or on behalf of the City;

(c) any Bond for the payment or the redemption of which moneys or Defeasance Securities sufficient to meet all of the payment requirements of the principal of, premium, if any, and interest on such Bond to the date of maturity or prior redemption thereof, shall have theretofore been deposited in trust for such purpose in accordance with the Section hereof titled "Defeasance"; and

(d) any lost, apparently destroyed, or wrongfully taken Bond in lieu of or in substitution for which another bond or other security shall have been executed and delivered.

"*Owner*" means the Person or Persons in whose name or names a Bond is registered on the registration books maintained by the Paying Agent pursuant hereto.

"*Paying Agent*" means the Bank and its successors in interest or assigns approved by the City.

"*Paying Agent Agreement*" means an agreement between the City and the Paying Agent concerning the duties and obligations of the Paying Agent with respect to the Bonds.

"*Permitted Investments*" means any investment in which funds of the City may be invested under the Charter and the laws of the State at the time of such investment.

"*Person*" means a corporation, firm, other body corporate, partnership, association or individual and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"*Preliminary Official Statement*" means the Preliminary Official Statement prepared in connection with the sale and issuance of the Bonds.

"*Principal Payment Date*" means January 1, or such other date or dates of each year as established in the Sale Certificate for payment of principal of the Bonds.

"*Project Account*" means the account established by the provisions hereof for the purpose of paying the costs properly attributable to the Improvement Project. The Project Account shall be a subsidiary account of the appropriate fund or account of the City, and separately accounted for by the City in accordance with the provisions hereof.

"*Record Date*" means, if the Interest Payment Date is on the first day of the month, the fifteenth day of the month immediately preceding the month (whether or not such day is a Business Day) in which such Interest Payment Date occurs and, if the Interest Payment Date is on the fifteenth day of the month, the first day of the month (whether or not such day is a Business Day) in which such Interest Payment Date occurs.

"*Refunded Bond Ordinance*" means the ordinance of the City authorizing the issuance of the Refunded Bonds.

"*Refunded Bond Requirements*" means the principal of and interest due in connection with the Refunded Bonds up to the Call Date, as set forth in the Escrow Agreement.

"*Refunded Bonds*" means the maturities of the City of Englewood General Obligation Bonds, Series 2004, as later determined by the Sale Delegate and identified in the Sale Certificate as the Refunded Bonds.

"*Refunded Bonds Paying Agent*" means UMB Bank, n.a. (as successor in interest to American National Bank), in Denver, Colorado, as paying agent for the Refunded Bonds, or any successor thereto.

"*Refunding Project*" means the advance refunding of the Refunded Bonds and the payment of the costs of issuance of the Bonds.

"*Sale Certificate*" means the certificate executed by the Sale Delegate under the authority delegated pursuant to this Ordinance, including but not limited to the Sections hereof titled "Bond Details;" "Redemption of Bonds Prior to Maturity," "Escrow Account; Payment of Refunded Bonds;" and "Approval of Related Documents."

"*Sale Delegate*" means the Director of Finance and Administrative Services of the City or, in the event such person is unavailable, the City Manager.

"*State*" means the State of Colorado.

"*Tax Letter of Instructions*" means the Tax Letter of Instructions, dated the date on which the Bonds are originally issued and delivered to the City by Bond Counsel, as such instructions may be superseded or amended in accordance with their terms.

"*Underwriter*" means Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado.

Section 2. **Authorization and Purpose of Bonds**. Pursuant to and in accordance with the Enabling Laws and the Ballot Issue Authorization, the City hereby authorizes, and directs that there shall be issued, the "City of Englewood, Colorado, General Obligation Water Refunding and Improvement Bonds, Series 2012" for the purpose of providing funds for the Improvement Project and/or the Refunding Project. The caption for the Bonds also shall include "Series 2012 Bonds" or "Series 2013 Bonds" depending on the actual date of issuance of the Bonds

Section 3. **Bond Details**.

(a) ***Registered Form, Denominations, Dated Date and Numbering***. The Bonds shall be issued in fully registered form, shall be dated as of the Dated Date, and shall be registered in the names of the Persons identified in the registration books maintained by the Paying Agent pursuant hereto. The Bonds shall be issued in denominations of $5,000 in principal amount or any integral multiple thereof. The Bonds shall be consecutively numbered, beginning with the number one, preceded by the letter "R."

(b) ***Maturity Dates, Principal Amounts and Interest Rates***. The Bonds shall mature on the Principal Payment Date of the years and in the principal amounts, and shall bear interest at the rates per annum (calculated based on a 360-day year of twelve 30-day months) set forth in the Sale Certificate.

(c) ***Accrual and Dates of Payment of Interest***. Interest on the Bonds shall accrue at the rates set forth in the Sale Certificate from the later of the Dated Date or the latest Interest Payment Date (or in the case of defaulted interest, the latest date) to which interest has been paid in full and shall be payable on each Interest Payment Date.

(d) ***Delegation for Sales Certificate.*** The Council hereby delegates to the Sale Delegate for a period of one year from the date of adoption of this Ordinance the following (which shall be set forth in the Sale Certificate for the Bonds):

(i) the Refunded Bonds that shall be part of the Refunding Project;

(ii) the Dated Date of the Bonds;

(iii) the Principal Payment Date;

(iv) the Interest Payment Date;

(v) the aggregate principal amount of the Bonds, identifying that portion of which is attributable to the Improvement Project and that portion of which is attributable to the Refunding Project;

(vi) the price at which the Bonds will be sold pursuant to the Bond Purchase Agreement;

(vii) the amount of principal of the Bonds maturing in any particular year and the respective interest rates borne by the Bonds;

(viii) the Bonds which may be redeemed at the option of the District, the dates upon which such optional redemption may occur, and the prices at which such Bonds may be optionally redeemed;

(ix) the principal amounts, if any, of Bonds subject to mandatory sinking fund redemption and the years in which such Bonds will be subject to such redemption; and

(x) the Call Date.

(e) ***Sale Parameters***. The authority delegated to the Sale Delegate by this Section shall be subject to the following parameters:

(i) the aggregate principal amount of the Bonds shall not exceed $9,170,000;

(ii) the final maturity of the Bonds shall be no later than December 15, 2032;

(iii) the net effective interest rate on the Bonds shall not exceed 4.00%;

(iv) the maximum annual debt service on the Bonds, when combined with the annual debt service for other outstanding general obligation bonds issued pursuant to, or representing general obligation bonds refunding bonds issued pursuant to, the Ballot Issue Authorization shall not exceed $1,300,000; and

(v) in the event that the Bonds are issued for the purpose of funding the Refunding Project, the present value savings as a percentage of the aggregate principal amount of the Refunded Bonds shall be at least three percent (3%) computed based upon the arbitrage yield for the Bonds allocable to the Refunding Project to the date of delivery of the Bonds, assuming semi-annual compounding.

(f) ***Manner and Form of Payment.*** Principal of each Bond shall be payable to the Owner thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent in the city identified in the definition of Paying Agent in the Section hereof titled "Definitions" or at such other office of the Paying Agent designated by the Paying Agent for such purpose. Interest on each Bond shall be payable by check or draft of the Paying Agent mailed on each Interest Payment Date to the Owner thereof as of the close of business on the corresponding Record Date; provided that interest payable to any Owner may be paid by any other means agreed to by such Owner and the Paying Agent that does not require the City to

make moneys available to the Paying Agent earlier than otherwise required hereunder or increase the costs borne by the City hereunder. All payments of the principal of and interest on the Bonds shall be made in lawful money of the United States of America.

(g) ***Book-Entry Registration.*** Notwithstanding any other provision hereof, the Bonds shall be delivered only in book entry form registered in the name of Cede & Co., as nominee of DTC, acting as securities depository of the Bonds and principal of and interest on the Bonds shall be paid by wire transfer to DTC; provided, however, if at any time the Paying Agent determines, and notifies the City of its determination, that DTC is no longer able to act as, or is no longer satisfactorily performing its duties as, securities depository for the Bonds, the Paying Agent may, at its discretion, either (i) designate a substitute securities depository for DTC and reregister the Bonds as directed by such substitute securities depository; or (ii) terminate the book entry registration system and reregister the Bonds in the names of the beneficial owners thereof provided to it by DTC. Neither the City nor the Paying Agent shall have any liability to DTC, Cede & Co., any substitute securities depository, any Person in whose name the Bonds are reregistered at the direction of any substitute securities depository, any beneficial owner of the Bonds or any other Person for (A) any determination made by the Paying Agent pursuant to the proviso at the end of the immediately preceding sentence or (B) any action taken to implement such determination and the procedures related thereto that is taken pursuant to any direction of or in reliance on any information provided by DTC, Cede & Co., any substitute securities depository or any Person in whose name the Bonds are reregistered.

Section 4. **Redemption of Bonds Prior to Maturity**.

(a) ***Optional Redemption.*** The Bonds shall be subject to redemption at the option of the City, in whole or in part, and if in part in such order of maturities as the City shall determine and by lot within a maturity on such dates as set forth in the Sale Certificate. The Council hereby delegates to the Sale Delegate the authority to determine the dates on which the Bonds shall be subject to optional redemption and the redemption price or prices at which such redemption may be made.

(b) ***Mandatory Sinking Fund Redemption.*** All or any principal amount of the Bonds may be subject to mandatory sinking fund redemption by lot on the Principal Payment Date of the years and in the principal amounts specified in the Sale Certificate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date. The Council hereby delegates to the Sale Delegate the authority to determine the principal amounts and dates on which the Bonds shall be subject to mandatory sinking fund redemption.

(c) ***Redemption Procedures.*** Notice of any redemption of Bonds shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first class, postage prepaid mail, not less than 30 days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with this Ordinance funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such

failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled.

Section 5. **Security for the Bonds.**

(a) ***General Obligations.*** The Bonds shall be general obligations of the City and the full faith and credit of the City are pledged for the punctual payment of the principal of and interest on the Bonds. The Bonds shall not constitute a debt or indebtedness of the County, the State or any political subdivision of the State other than the City.

(b) ***Levy of Ad Valorem Taxes.*** For the purpose of paying the principal of and interest on the Bonds when due, respectively, the Council shall annually determine and certify to the Board of County Commissioners of the County, a rate of levy for general ad valorem taxes, without limitation as to rate or amount, on all of the taxable property in the City, sufficient to pay the principal of and interest on the Bonds when due, respectively, whether at maturity or upon earlier redemption.

(c) ***Application of Proceeds of Ad Valorem Taxes.*** The general ad valorem taxes levied pursuant to subsection (b) of this Section, when collected, shall be deposited in the Bond Account and shall be applied solely to the payment of the principal of and interest on the Bonds and for no other purpose until the Bonds, including principal and interest, are fully paid, satisfied and discharged.

(d) ***Appropriation and Budgeting of Proceeds of Ad Valorem Taxes.*** Moneys received from the general ad valorem taxes levied pursuant to subsection (b) of this Section in an amount sufficient to pay the principal of and interest on the Bonds when due, respectively, are hereby appropriated for that purpose, and all amounts required to pay the principal of and interest on the Bonds due, respectively, in each year shall be included in the annual budget and appropriation ordinance to be adopted and passed by the Council for such year.

(e) ***Use or Advance of Other Legally Available Moneys.*** Nothing herein shall be interpreted to prohibit or limit the ability of the City to use legally available moneys to pay all or any portion of the principal of or interest on the Bonds. If and to the extent such other legally available moneys are used to pay the principal of or interest on the Bonds, the City may, but shall not be required to, (i) reduce the amount of taxes levied for such purpose pursuant to subsection (b) of this Section or (ii) use proceeds of taxes levied pursuant to subsection (b) of this Section to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Bonds. If the City selects alternative (ii) in the immediately preceding sentence, the taxes levied pursuant to subsection (b) of this Section shall include amounts sufficient to fund the reimbursement.

(f) ***Certification to County Commissioners.*** It is hereby declared that, if the City does not otherwise determine and certify to the Board of County Commissioners of the County a rate of levy for general ad valorem property taxes as required by this Section, the foregoing provisions of this Section shall constitute a certificate from the Council to the Board of County Commissioners of the County showing the aggregate amount of ad valorem taxes to be levied by the Board of County Commissioners of the County from time to time, as required by law, for the purpose of paying the principal of and interest on the Bonds when due.

(g) ***Deposit of Moneys to Pay Bonds with, and Payment of Bonds by Paying Agent.*** No later than three Business Days immediately preceding each date on which a payment

of principal of or interest on the Bonds is due, the City, from moneys in the Bond Account, shall deposit moneys with the Paying Agent in an amount sufficient to pay the principal of and interest on the Bonds due on such date. The Paying Agent shall use the moneys so deposited with it to pay the principal of and interest on the Bonds when due.

Section 6. **Form of Bonds**. The Bonds shall be in substantially the form set forth in Appendix A hereto with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the City executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). All covenants, statements, representations and agreements contained in the Bonds are hereby approved and adopted as the covenants, statements, representations and agreements of the City. Although attached as appendices for the convenience of the reader, Appendix A is an integral part of this Ordinance and are incorporated herein as if set forth in full in the body of this Ordinance.

Section 7. **Execution of Bonds**. The Bonds shall be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, shall bear a manual or facsimile of the seal of the City and shall be attested by the manual or facsimile signature of the City Clerk of the Council, all of whom are hereby authorized and directed to prepare and execute the Bonds in accordance with the requirements hereof. Should any officer whose manual or facsimile signature appears on the Bonds cease to be such officer before delivery of any Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. When the Bonds have been duly executed, the officers of the City are authorized to, and shall, deliver the Bonds to the Paying Agent for authentication. No Bond shall be secured by or titled to the benefit of this Ordinance, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon any Bond shall be conclusive evidence, and the only competent evidence, that such Bond has been properly authenticated and delivered hereunder.

Section 8. **Registration of Bonds in Registration Books Maintained by Paying Agent**. The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of Bonds shall be recorded. The person in whose name any Bond shall be registered on such registration book shall be deemed to be the absolute owner thereof for all purposes, whether or not payment on any Bond shall be overdue, and neither the City nor the Paying Agent shall be affected by any notice or other information to the contrary.

Section 9. **Transfer and Exchange of Bonds**. The Bonds may be transferred or exchanged at the principal office of the Paying Agent in the city identified in the definition of Paying Agent in the Section hereof titled "Definitions" or at such other office of the Paying Agent designated by the Paying Agent for such purpose for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate, upon payment by the transferee of a reasonable transfer fee established by the Paying Agent, together with any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith. Upon surrender for transfer of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the City shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Bond. Notwithstanding any other provision hereof, the Paying Agent shall not be required to transfer any Bond (i) which is scheduled to be redeemed in whole or in part between the Business Day immediately preceding the mailing of the notice of redemption and the redemption date or (ii) between the Record Date for any Interest Payment Date and such Interest Payment Date.

Section 10. **Replacement of Lost, Destroyed or Stolen Bonds**. If any Bond shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken Bond and the City shall execute and the Paying Agent shall authenticate and deliver a replacement Bond upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of the Paying Agent), (b) proof of loss, destruction or theft, (c) an indemnity to the City and the Paying Agent with respect to the Bond lost, destroyed or taken, and (d) payment of the cost of preparing and executing the new Bond.

Section 11. **Creation of Bond Account; Funding of Refunding Project.**

(a) ***Creation of Accounts***. There is hereby established the Bond Account and the Project Account. The foregoing accounts shall be maintained by the City in accordance with the provisions of this Ordinance.

(b) ***Initial Credits to Accounts***. Upon payment to the City of the purchase price of the Bonds in accordance with the Bond Purchase Agreement, the Bonds shall be delivered to, or as directed by, the Underwriter and the proceeds received by the City from the sale of the Bonds, together with legally available moneys of the City available for such purpose, shall be applied as a supplemental appropriation by the City, as follows:

(i) to the Bond Account, the accrued interest on the Bonds from the dated date thereof to the date of issuance, if any; and

(ii) in the event that Bonds are issued to fund the Refunding Project, to the Escrow Account for payment of the Refunded Bond Requirements in accordance with the report of a certified public accountant as required by the provisions hereof; and

(iii) in the event that Bonds are issued to fund the Improvement Project, to the Project Account, the remaining proceeds of the Bonds.

Section 12. **Escrow Account; Payment of Refunded Bonds.**

(a) ***Establishment and Maintenance of Escrow Account.*** There is hereby established a special account designated as the "Refunded Series 2004 Bonds Escrow Account," which shall be maintained in accordance with the provisions hereof and of the Escrow Agreement. The Escrow Account shall be maintained in an amount at the time of the initial deposits therein and at all times subsequently at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any part thereof in Defeasance Securities to pay the Refunded Bond Requirements. Except as may be otherwise provided in the Escrow Agreement, the City shall have no right or title to the moneys credited to or held in the Escrow Account, and such title shall be and is hereby transferred to the Bank in trust for the payment of the Refunded Bond Requirements pursuant to the Escrow Agreement. Moneys shall be withdrawn by the Bank from the Escrow Account on the Call Date to permit the payment without default of the Refunded Bond Requirements. If for any reason the amount in the Escrow Account shall at any time be insufficient for the purpose hereof, the City shall forthwith from the first moneys available therefor deposit in such account such additional moneys as shall be necessary to permit the payment in full of the Refunded Bond Requirements.

(b) ***Call of Refunded Bonds.*** Subject to the issuance of the Bonds, the Council does hereby declare its intent to exercise on behalf of and in the name of the City its option to redeem or pay and cancel all of the Refunded Bonds on the Call Date, which is the earliest date on which the Refunded Bonds can be called and redeemed. The Council hereby authorizes the Sale Delegate to determine the Call Date and to irrevocably instruct the Bank to give or cause to be given a notice of refunding, defeasance and redemption of the Refunded Bonds.

Section 13. **Investments.** Proceeds of the Bonds delivered to the City pursuant to the Section hereof titled "Creation of Accounts; Initial Credits to Accounts," moneys on deposit in the Bond Account and any moneys held by the Paying Agent with respect to the Bonds shall be invested in Permitted Investments, provided that the investment of such moneys shall be subject to any applicable restrictions set forth in the Tax Letter of Instructions and in the "Tax Compliance Certificate" or similar certificate delivered by the City in connection with the issuance of the Bonds that describes the City's expectations regarding the use and investment of proceeds of the Bonds and other moneys and the use of the Improvement Project.

Section 14. **Various Findings, Determinations, Declarations and Covenants.** The Council, having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, declares and covenants with the Owners of the Bonds that:

(a) voter approval of the Ballot Issue Authorization was obtained in accordance with all applicable provisions of law;

(b) it is in the best interest of the City and its residents that the Bonds be authorized, sold, issued and delivered at the time, in the manner and for the purposes provided in this Ordinance;

(c) the issuance of the Bonds will not cause the City to exceed its debt limit under applicable State law;

(d) the DTC Blanket Letter of Representations entered into with DTC will govern the book entry registration system for the Bonds; and

(e) the issuance of the Bonds and all procedures undertaken incident thereto are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the Charter, the Colorado Constitution and laws of the State, including the Enabling Laws and the Ballot Issue Authorization, and all conditions and limitations of the Enabling Laws, the Ballot Issue Authorization and other applicable law relating to the issuance of the Bonds have been satisfied.

Section 15. **Federal Income Tax Covenants**. For purposes of ensuring that the interest on the Bonds is and remains excluded from gross income for federal income tax purposes, the City hereby covenants that:

(a) ***Prohibited Actions***. The City will not use or permit the use of any proceeds of the Bonds or any other funds of the City from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, or would otherwise cause the interest on any Bond to be includible in gross income for federal income tax purposes.

(b) ***Affirmative Actions***. The City will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the City on the Bonds shall not be includible in gross income for federal income tax purposes under the Code or any other valid provision of law. In particular, but without limitation, the City represents, warrants and covenants to comply with the following rules unless it receives an opinion of Bond Counsel stating that such compliance is not necessary: (i) gross proceeds of the Bonds and the Improvement Project will not be used in a manner that will cause the Bonds to be considered "private activity bonds" within the meaning of the Code; (ii) the Bonds are not and will not become directly or indirectly "federally guaranteed"; and (iii) the City will timely file an Internal Revenue Service Form 8038-G with respect to the Bonds, which shall contain the information required to be filed pursuant to Section 149(e) of the Code.

(c) ***Tax Letter of Instructions***. The City will comply with the Tax Letter of Instructions delivered to it on the date of issuance of the Bonds, including but not limited by the provisions of the Tax Letter of Instructions regarding the application and investment of Bond proceeds, the use of the Improvement Project, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Tax Letter of Instructions; provided that, in the event the Tax Letter of Instructions are superseded or amended by new Tax Letter of Instructions drafted by, and accompanied by an opinion of, Bond Counsel stating that the use of the new Tax Letter of Instructions will not cause the interest on the Bonds to become includible in gross income for federal income tax purposes, the City will thereafter comply with the new Tax Letter of Instructions.

(d) ***Designation of Bonds as Qualified Tax Exempt Obligations***. The City hereby designates the Bonds as qualified tax exempt obligations within the meaning of Section 265(b)(3) of the Code. The City covenants that the aggregate face amount of all tax exempt governmental obligations defined in Section 141 of the Code or qualified 501(c)(3) bonds defined in Section 145 of the Code issued by the City, together with governmental entities which derive their issuing authority from the City or are subject to substantial control by the City, are not expected to be more than $10,000,000 during the calendar year in which the Bonds are issued. The City recognizes that such tax exempt obligations include notes, leases, loans and warrants, as well as bonds. The City further recognizes that any bank, thrift institution or other financial institution that owns the Bonds will rely on the City's designation of the Bonds as

qualified tax exempt obligations for the purpose of avoiding the loss of 100% of any otherwise available interest deduction attributable to such institution's tax exempt holdings.

Section 16. **Defeasance**. Any Bond shall not be deemed to be Outstanding hereunder if it shall have been paid and cancelled or if Defeasance Securities shall have been deposited in trust for the payment thereof (whether upon or prior to the maturity of such Bond, but if such Bond is to be paid prior to maturity, the City shall have given the Paying Agent irrevocable directions to give notice of redemption as required by this Ordinance, or such notice shall have been given in accordance with this Ordinance). In computing the amount of the deposit described above, the City may include the maturing principal of and interest to be earned on the Defeasance Securities. If less than all the Bonds are to be defeased pursuant to this Section, the City, in its sole discretion, may select which of the Bonds shall be defeased.

Section 17. **Events of Default**. Each of the following events constitutes an Event of Default:

(a) ***Nonpayment of Principal or Interest***. Failure to make any payment of principal of or interest on the Bonds when due.

(b) ***Breach or Nonperformance of Duties***. Breach by the City of any material covenant set forth herein or failure by the City to perform any material duty imposed on it hereunder and continuation of such breach or failure for a period of 60 days after receipt by the City Attorney of written notice thereof from the Paying Agent or from the Owners of at least 10% of the aggregate amount of the Bond Obligation, provided that such 60-day period shall be extended so long as the City has commenced and continues a good faith effort to remedy such breach or failure.

(c) ***Bankruptcy or Receivership***. An order of decree by a court of competent jurisdiction declaring the City bankrupt under federal bankruptcy law or appointing a receiver of all or any material portion of the City's assets or revenues is entered with the consent or acquiescence of the City or is entered without the consent or acquiescence of the City but is not vacated, discharged or stayed within 30 days after it is entered.

Section 18. **Remedies for Events of Default**.

(a) ***Remedies***. Upon the occurrence and continuance of any Event of Default, the Owners of not less than 25% of the aggregate amount of the Bond Obligation, including, without limitation, a trustee or trustees therefor may proceed against the City to protect and to enforce the rights of the any Owners under this Ordinance by mandamus, injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction: (i) for the payment of interest on any installment of principal of any Bond that was not paid when due at the interest rate borne by such Bond; (ii) for the specific performance of any covenant contained herein; (iii) to enjoin any act that may be unlawful or in violation of any right of any Owner of any Bond; (iv) for any other proper legal or equitable remedy; or (v) any combination of such remedies or as otherwise may be authorized by applicable law; provided, however, that acceleration of any amount not yet due on the Bonds according to their terms shall not be an available remedy. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of Bonds then Outstanding.

(b) ***Failure To Pursue Remedies Not a Release; Rights Cumulative***. The failure of any Owner of any Outstanding Bond to proceed in accordance with subsection (a) of this Section shall not relieve the City of any liability for failure to perform or carry out its duties under this Ordinance. Each right or privilege of any such Owner (or trustee therefor) is in

addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege of such Owner.

Section 19. **Amendment of Ordinance.**

(a) ***Amendments Permitted Without Notice to or Consent of Owners.*** The City may, without the consent of or notice to the Owners of the Bonds, adopt one or more ordinances amending or supplementing this Ordinance (which ordinances shall thereafter become a part hereof) for any one or more or all of the following purposes:

(i) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision of this Ordinance;

(ii) to subject to this Ordinance or pledge to the payment of the Bonds additional revenues, properties or collateral;

(iii) to institute or terminate a book entry registration system for the Bonds or to facilitate the designation of a substitute securities depository with respect to such a system;

(iv) to maintain the then existing or to secure a higher rating of the Bonds by any nationally recognized securities rating agency; or

(v) to make any other change that does not materially adversely affect the Owners of the Bonds.

(b) ***Amendments Requiring Notice to and Consent of Owners.*** Except for amendments permitted by subsection (a) of this Section, this Ordinance may only be amended (i) by a ordinance of the City amending or supplementing this Ordinance (which, after the consents required therefor, shall become a part hereof); and (ii) with the written consent of the Owners of at least 66-2/3% of the Bond Obligation; provided that any amendment that makes any of the following changes with respect to any Bond shall not be effective without the written consent of the Owner of such Bond: (A) a change in the maturity of such Bond; (B) a reduction of the interest rate on such Bond; (C) a change in the terms of redemption of such Bond; (D) a delay in the payment of principal of or interest on such Bond; (E) a reduction of the Bond Obligation the consent of the Owners of which is required for an amendment to this Ordinance; or (F) the establishment of a priority or preference for the payment of any amount due with respect to any other Bond over such Bond.

(c) ***Procedure for Notifying and Obtaining Consent of Owners.*** Whenever the consent of an Owner or Owners of Bonds is required under subsection (b) of this Section, the City shall mail a notice to such Owner or Owners at their addresses as set forth in the registration books maintained by the Paying Agent and to the Underwriter, which notice shall briefly describe the proposed amendment and state that a copy of the amendment is on file in the office of the City for inspection. Any consent of any Owner of any Bond obtained with respect to an amendment shall be in writing and shall be final and not subject to withdrawal, rescission or modification for a period of 60 days after it is delivered to the City unless another time period is stated for such purpose in the notice mailed pursuant to this subsection.

Section 20. **Appointment and Duties of Paying Agent**. The Paying Agent identified in the Section hereof titled "Definitions" is hereby appointed as paying agent, registrar and authenticating agent

for the Bonds unless and until the City removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Bonds to such successor. The Paying Agent shall agree to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof.

Section 21. **Approval of Related Documents**. The Council hereby ratifies and approves the distribution and use in connection with the offering of the Bonds of the Preliminary Official Statement and an Official Statement relating to the Bonds; and for a period of one year following the adoption of this Ordinance, the Sale Delegate is authorized to execute the Sale Certificate and the Bond Purchase Agreement. The appropriate officers and officials of the City are hereby authorized and directed to execute an undertaking to facilitate compliance with Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12), the Paying Agent Agreement, the Escrow Agreement, a "Tax Compliance Certificate" or similar certificate describing the City's expectations regarding the use and investment of proceeds of the Bonds and other moneys and the use of the Improvement Project, an Internal Revenue Service Form 8038-G with respect to the Bonds and all other documents and certificates necessary or desirable to effectuate the issuance or administration of the Bonds, the investment of proceeds of the Bonds and the transactions contemplated hereby.

Section 22. **Events Occurring on Days That Are Not Business Days**. Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this Section, is to be made or is to occur on a day that is not a Business Day, such payment, event or action shall instead be made or occur on the next succeeding day that is a Business Day with the same effect as if it was made or occurred on the date on which it was originally scheduled to be made or occur.

Section 23. **Limitation of Actions**. In accordance with Section 11-57-212, Colorado Revised Statutes, no legal or equitable action can be brought with respect to any legislative acts or proceedings in connection with the authorization of the Bonds more than 30 days after the authorization of such securities.

Section 24. **Ordinance is Contract with Owners of Bonds and Irrepealable**. After the Bonds have been issued, this Ordinance shall be and remain a contract between the City and the Owners of the Bonds and shall be and remain irrepealable until all amounts due with respect to the Bonds shall be fully paid, satisfied and discharged and all other obligations of the City with respect to the Bonds shall have been satisfied in the manner provided herein.

Section 25. **Headings**. The headings to the various sections and subsections to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance and shall not be used in any manner to interpret this Ordinance.

Section 26. **Severability**. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 27. **Repeal of Inconsistent Ordinances, Resolutions, Bylaws, Rules and Orders**. All ordinances, resolutions, bylaws, rules and orders, or parts thereof, that are inconsistent with or in conflict with this Ordinance, are hereby repealed to the extent of such inconsistency or conflict.

Section 28. **Ratification of Prior Actions**. All actions heretofore taken (not inconsistent with the provisions of this Ordinance, the Enabling Laws or the Ballot Issue Authorization) by the Council or by the officers and employees of the City directed toward the issuance of the Bonds for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 29. **Emergency Declaration and Effective Date.** The Council has been advised that in order for the City to secure the low interest rates currently present in the market and avoid a possible increase in such rates, it is necessary to issue the Bonds as soon as possible. Therefore, for said reason, the Council declares that this ordinance is necessary for the immediate preservation of public property, health, peace, or safety and an emergency exists. This Ordinance shall be effective immediately upon final passage and be published within seven days after publication following final passage

Introduced, read in full, and passed on first reading as an emergency ordinance on the 16th day of April, 2012.

Published by Title as an Emergency Bill for an Ordinance in the City's official newspaper on the 20th day of April, 2012.

Published as an Emergency Bill for an Ordinance on the City's official website beginning on the 18th day of April, 2012 for thirty (30) days.

Read by title as an Emergency Ordinance and passed on final reading on the 7th day of May, 2012.

Published by title in the City's official newspaper as Emergency Ordinance No. ___, Series of 2012, on the 11th day of May, 2012.

Published as an Emergency Ordinance by title on the City's official website beginning on the 9th day of May, 2012 for thirty (30) days.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Kerry Bush, Deputy City Clerk

I, Kerry Bush, Deputy City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Emergency Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2012.

_____
Kerry Bush

APPENDIX A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF COLORADO

CITY OF ENGLEWOOD, COLORADO
GENERAL OBLIGATION WATER REFUNDING AND IMPROVEMENT BOND
SERIES 2012

No. R __ $_____

Interest Rate	Maturity Date	Original Dated Date	CUSIP
_____%			293065___

REGISTERED OWNER: Cede & Co.
Tax Identification Number: 13-2555119

PRINCIPAL SUM: **DOLLARS**

The City of Englewood, Colorado, a duly organized and validly existing home-rule municipality of the State of Colorado, for value received, hereby promises to pay to the order of the registered owner named above, or registered assigns, the principal sum stated above on the maturity date stated above, with interest on such principal sum from the original dated date stated above at the interest rate per annum stated above (calculated based on a 360-day year of twelve 30-day months), payable on _____ and _____ of each year, commencing _____. Capitalized terms used but not defined in this bond shall have the meaning assigned to them in the Ordinance of the City authorizing the issuance of the Bonds.

The principal of and interest on this bond is payable to the registered owner hereof upon presentation and surrender of this bond at the principal operations office of UMB Bank, n.a., as paying agent, in Denver, Colorado, or at such other office of the Paying Agent designated by the Paying Agent for such purpose. Interest on this bond is payable by check or draft of the Paying Agent mailed on the Interest Payment Date to the registered owner hereof as of the [fifteenth day of the month immediately preceding] [first day of] the month (whether or not such day is a Business Day) in which the Interest Payment Date occurs; provided that, interest payable to the registered owner of this bond may be paid by any other means agreed to by such registered owner and the Paying Agent that does not require the City to make moneys available to the Paying Agent earlier than otherwise required under the Ordinance or increase the costs borne by the City under the Ordinance; provided further, that, so long as Cede & Co. is the registered owner of this bond, the principal of and interest on this bond shall be paid by wire transfer to Cede & Co. Any payment of principal of or interest on this bond that is due on a day that is not a Business Day shall be made on the next succeeding day that is a Business Day with the same effect as if made on the day on which it was originally scheduled to be made. All payments of

principal of and interest on this bond shall be made in lawful money of the United States of America.

This bond is part of an issue of general obligation water refunding and improvement bonds of the City designated the City of Englewood, Colorado, General Obligation Water Refunding and Improvement Bonds, Series 2012, issued in the principal amount of $_____ (the "Bonds"). The Bonds have been issued pursuant to, under the authority of, and in full conformity with, the Charter, the Constitution and the laws of the State, including, in particular, Part 2 of Article 57 of Title 11, Colorado Revised Statutes (collectively, the "Enabling Laws"); pursuant to authorization by a majority of the registered electors of the City voting in an election duly called and held on November 4, 1997; and pursuant to a ordinance adopted by the City Council of the City. THE ORDINANCE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS BOND AND THE CITY. THIS BOND IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE ORDINANCE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS BOND.

The Bonds have been issued by the City for the purpose of providing funds for the Improvement Project and the Refunding Project described in the Ordinance. The Bonds are general obligations of the City and the full faith and credit of the City are pledged for the punctual payment of the principal of and interest on the Bonds. For the purpose of paying the principal of and interest on the Bonds when due, respectively, the Council in the Ordinance has covenanted annually, to the extent legally available moneys are not otherwise applied, to determine and certify to the Board of County Commissioners of Arapahoe County, a rate of levy for general ad valorem taxes, without limitation as to rate or amount, on all of the taxable property in the City, sufficient to pay the principal of and interest on the Bonds when due, respectively, whether at maturity or upon earlier redemption.

[The redemption provisions from Section 4 of the Ordinance and the Sale Certificate shall be set forth herein.]

Notice of any redemption of Bonds shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first class, postage prepaid mail, not more than 60 days nor less than 30 days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with the Ordinance funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled.

The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of Bonds shall be recorded. The person in whose name this bond shall be registered on

such registration books shall be deemed to be the absolute owner hereof for all purposes, whether or not payment on this bond shall be overdue, and neither the City nor the Paying Agent shall be affected by any notice or other information to the contrary.

This bond may be transferred or exchanged at the principal office of the Paying Agent in Denver, Colorado, or at such other office of the Paying Agent designated by the Paying Agent for such purpose for a like aggregate principal amount of Bonds of other authorized denominations ($5,000 or any integral multiple thereof) of the same maturity and interest rate, upon payment by the transferee of a reasonable transfer fee established by the Paying Agent, together with any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith. Upon surrender for transfer of any Bond duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the City shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Bond. Notwithstanding any other provision of the Ordinance, the Paying Agent shall not be required to transfer any Bond (a) which is scheduled to be redeemed in whole or in part between the Business Day immediately preceding the mailing of the notice of redemption and the redemption date; or (b) between the Record Date for any Interest Payment Date and such Interest Payment Date.

The Ordinance may be amended or supplemented from time to time with or without the consent of the registered owners of the Bonds as provided in the Ordinance.

It is hereby certified that all conditions, acts and things required by the Charter, the Constitution and laws of the State, including the Enabling Laws, and the ordinances of the City, to exist, to happen and to be performed, precedent to and in the issuance of this bond, exist, have happened and have been performed, and that neither this bond nor the other bonds of the issue of which this bond is a part exceed any limitations prescribed by the Charter, the Constitution or laws of the State, including the Enabling Laws, or the ordinances of the City.

This bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the Paying Agent shall have signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the City Council of the City has caused this bond to be executed with the signature of its Mayor and attested by the signature of its City Clerk, and has caused the seal of the City to be impressed or imprinted hereon, all as of the date set forth below.

[CITY SEAL]

THE CITY OF ENGLEWOOD

By _____
Mayor

Attest:

By _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the issue described in the within mentioned Ordinance.

Dated: _____

UMB BANK, N.A., as Paying Agent

By _____
Authorized Signatory

APPROVING LEGAL OPINION

Set forth below is a true copy of the approving legal opinion of Kutak Rock LLP, delivered on the date on which the Bonds were originally issued: [The form of legal opinion of Bond Counsel shall be set forth here.] I, the undersigned City Clerk of the City of Englewood, Colorado, do hereby certify that the foregoing approving opinion of Kutak Rock LLP, Denver, Colorado, is a true and complete copy of a manually executed and dated copy thereof on file in the official records of the City.

By (facsimile signature) _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

_____

(Please print or typewrite name and address of Transferee)
(Tax Identification or Social Security No.)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.

TRANSFER FEE MAY BE REQUIRED

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2012

COUNCIL BILL NO. 23
INTRODUCED BY COUNCIL
MEMBER WOODWARD

AN ORDINANCE OF THE CITY OF ENGLEWOOD, ACTING BY AND THROUGH ITS STORM WATER ENTERPRISE, AUTHORIZING THE ISSUANCE OF STORM WATER ENTERPRISE REVENUE REFUNDING BONDS, SERIES 2012, TO REFUND OUTSTANDING BONDS OF THE CITY AT A LOWER INTEREST RATE; PROVIDING THE FORM OF THE BONDS AND OTHER DETAILS IN CONNECTION THEREWITH; APPROVING DOCUMENTS RELATING TO THE BONDS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Englewood, Colorado is a municipal corporation duly organized and operating as a home rule city under Article XX of the Constitution of the State of Colorado and the Charter of the City (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance); and

WHEREAS, as codified in Title 12, Chapter 5 of the Municipal Code, the City has established its Storm Water Enterprise; and

WHEREAS, the Storm Water Enterprise constitutes a "water activity enterprise" within the meaning of the Title 37, Article 45.1, C.R.S., and a government owned business which is authorized to issue its own revenue bonds and which receives under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, pursuant to Section 105 of the Charter the City may issue revenue bonds as provided for municipalities by State statute and revenue bonds for a storm water enterprise are permitted under Title 31, Article 35, Part 4, C.R.S. and Title 37, Article 45.1, C.R.S.; and

WHEREAS, pursuant to Section 106 of the Charter, the City may issue refunding bonds by ordinance, without an election, for the purpose of paying outstanding bonds of the City; and

WHEREAS, pursuant to Article X, Section 20 of the State Constitution (TABOR) refinancing bonded debt at lower interest rates does not require voter approval in advance under the terms and provisions of TABOR; and

WHEREAS, the City, acting by and through its Storm Water Enterprise, previously issued its "Storm Water Enterprise Revenue Bonds, Series 2001" of which $1,030,000 in aggregate principal amount are currently outstanding and bear interest at rates between 4.90% and 5.50% per annum; and

WHEREAS, the Series 2001 Bonds are subject to redemption prior to maturity and the option of the City, in whole or in part, on December 1, 2011 and on any date thereafter upon payment of par plus accrued interest to the redemption date, without redemption premium; and

WHEREAS, the principal of and interest on the Series 2001 Bonds are payable at UMB Bank, n.a. (as successor in interest to American National Bank), in Denver, Colorado, or its successor, as paying agent; and

WHEREAS, the Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado, has presented a proposal to the City to refund the Series 2001 Bonds on a current basis through the issuance of Storm Water Enterprise Revenue Refunding Bonds, Series 2012, and the Council has determined that the negotiated sale of the Bonds to said company is to the best advantage of the City; and

WHEREAS, net proceeds derived from the sale of the Bonds, together with other legally available funds of the City expected to comprise moneys within the reserve account securing the payment of the Series 2001 Bonds, will be immediately applied to the payment of the Series 2001 Bonds of the Call Date or irrevocably deposited with the Bank and placed into a special fund and trust account for the purpose only of paying the principal of and interest due and payable on the Series 2001 Bonds on the Call Date; and

WHEREAS, the City has received and there are available to the members of the Council, forms of the Preliminary Official Statement, the Bond Purchase Agreement, the Escrow Agreement and the Paying Agent Agreement; and

WHEREAS, the Council desires to authorize the issuance and sale of the Bonds and, as provided in Title 11, Article 57, Part 2, C.R.S., delegate authority to the Sale Delegate to make certain determinations regarding the Bonds to be set forth in the Sale Certificate in accordance with the provisions of this Ordinance.

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

Section 1. **Definitions**. The following terms shall have the following meanings as used in this Ordinance:

"*Bank*" means UMB Bank, n.a., a national banking association duly organized and existing under the laws of the United States of America which has full and complete trust powers and is a qualified institution under the Public Deposit Protection Act of the State.

"*Bond Account*" means a special account of the City designated as the "Storm Water Enterprise 2012 Bond Account," created by this Ordinance for the purpose of paying the principal of, premium if any, and interest on the Bonds, including the Interest Subaccount and the Principal Subaccount.

"*Bond Counsel*" means (a) as of the date of issuance of the Bonds, Kutak Rock LLP, and (b) as of any other date, Kutak Rock LLP or such other attorneys selected by the City with nationally recognized expertise in the issuance of municipal bonds.

"*Bond Obligation*" means, as of any date, the principal amount of the Bonds Outstanding as of such date.

"*Bond Purchase Agreement*" means the Bond Purchase Agreement, pursuant to which the City is to agree to sell and the Underwriter is to agree to purchase the Bonds at the prices and on the terms set forth therein.

"*Bonds*" and "*Series 2012 Bonds*" means the Bonds authorized by the Section hereof titled "Authorization and Purpose of Bonds."

"*Business Day*" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State are authorized or obligated by law or executive order to be closed for business.

"*Call Date*" means the date or dates on which the Series 2001 Bonds shall be called for optional prior redemption as established in the Sale Certificate.

"*Capital Improvements*" means the acquisition of land, easements, facilities and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments and extensions, for use by or in connection with the Storm Water System which, under Generally Accepted Accounting Principles for governmental units as prescribed by the Governmental Account Standards Board, are properly chargeable as capital items.

"*Certified Public Accountant*" means an independent certified public accountant within the meaning of § 12-2-115, C.R.S., and any amendment thereto, licensed to practice in the State of Colorado.

"*Charter*" means the home rule Charter of the City.

"*City*" means the City of Englewood, Colorado, acting by and through its Storm Water Enterprise.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

"*Combined Maximum Annual Principal and Interest Requirements*" means, with respect to the Bonds or an issue of Parity Lien Bonds for which such term is used, an amount equal to the maximum amount required to be paid in any single current or future calendar year as the principal of (including any mandatory sinking fund requirements) and interest on Outstanding Bonds or Parity Lien Bonds, respectively, excluding any such bonds which have been defeased pursuant to the terms of the authorizing documents. For purposes of calculating the Combined Maximum Annual Principal and Interest Requirements in any calendar year of final maturity of the Bonds or an issue of Parity Lien Bonds, respectively, there shall be subtracted from the final principal payment for said bonds any cash or the present value of any investments deposited in a reserve fund or account established pursuant to the authorizing documents which are properly allocable to said bonds.

"*Council*" means the City Council of the City.

"*County*" means Arapahoe County, Colorado.

"*C.R.S.*" means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

"*Dated Date*" means the original dated date for the Bonds as established in the Sale Certificate.

"*Defeasance Securities*" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct, non callable obligations of the United States of America or which are fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to the extent such investments are Permitted Investments.

"*DTC*" means The Depository Trust Company, New York, New York, and its successors in interest and assigns.

"*DTC Blanket Letter of Representations*" means the letter of representations from the City to DTC to induce DTC to act as securities depository for the Bonds.

"*Enabling Laws*" means the Charter; Title 12, Chapter 5 of the Municipal Code; Title 37, Article 45.1, C.R.S.; Title 31, Article 35, Part 4, C.R.S.; and Title 11, Article 57, Part 2, C.R.S.

"*Escrow Account*" means the account, if necessary, established and designated as such in the section hereof entitled "Payment of Refunded Bonds" to be maintained by the Bank in accordance with the Escrow Agreement and the provisions hereof.

"*Escrow Agreement*" means the Escrow Agreement dated as of the Dated Date, between the City and the Bank.

"*Event of Default*" means any of the events specified in the Section hereof titled "Events of Default."

"*Fiscal Year*" means the 12 months commencing January 1 of any year and ending December 31 of said year.

"*Gross Revenue*" means all income and revenues directly or indirectly derived by the City from the operation and use of the Storm Water Enterprise, including without limitation, any rates, fees and charges for the services furnished by, or the use of, the Storm Water Enterprise, and all income attributable to any past or future dispositions of property or rights or related contracts, settlements or judgments held or obtained in connection with the Storm Water Enterprise or its operations, and including investment income accruing from moneys held to the credit of the Storm Water Enterprise Fund; provided however, that there shall be excluded from Gross Revenue any moneys borrowed and used for providing Capital Improvements; any money and securities, and investment income therefrom, in any refunding fund, escrow account or similar account pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the Storm Water System, services rendered thereby, the availability of any such service or the disposal of any commodities therefrom.

"*Interest Payment Date*" means each June 1 and December 1, commencing December 1, 2012, or such other dates as established in the Sale Certificate for payment of interest on the Bonds.

"*Interest Subaccount*" means a subaccount of the Bond Account reaffirmed by the provisions hereof for the purpose of paying the interest on the Bonds.

"*Municipal Code*" means the City of Englewood Municipal Code, as amended.

"*Net Revenue*" means the Gross Revenue after deducting the Operation and Maintenance Expenses.

"*Official Statement*" means the final Official Statement relating to the Bonds.

"*Operation and Maintenance Expenses*" means all reasonable and necessary current expenses of the City, paid or accrued, for operating, maintaining and repairing the Storm Water System, including without limitation legal and overhead expenses of the City directly related to the administration of the

Storm Water Enterprise, insurance premiums, audits, charges of depository banks and paying agents, professional services, salaries and administrative expenses, labor and the cost of materials and supplies for current operation; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance for depreciation, payments in lieu of taxes or franchise fees, legal liabilities not based on contract, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations, and charges for the accumulation of reserves.

"*Ordinance*" means this Ordinance, including any amendments or supplements hereto.

"*Outstanding*" means, as of any date, all Bonds issued and delivered by the City, except the following:

(a) any Bond cancelled by the City or the Paying Agent, or otherwise on the City's behalf, at or before such date;

(b) any Bond held by or on behalf of the City;

(c) any Bond for the payment or the redemption of which moneys or Defeasance Securities sufficient to meet all of the payment requirements of the principal of, premium, if any, and interest on such Bond to the date of maturity or prior redemption thereof, shall have theretofore been deposited in trust for such purpose in accordance with the Section hereof titled "Defeasance"; and

(d) any lost, apparently destroyed, or wrongfully taken Bond in lieu of or in substitution for which another bond or other security shall have been executed and delivered.

"*Owner*" means the Person or Persons in whose name or names a Bond is registered on the registration books maintained by the Paying Agent pursuant hereto.

"*Parity Lien Bonds*" means one or more series of additional bonds, notes, interim securities or other obligations issued by the City pursuant to the Section hereof entitled "Additional Bonds," having a lien on the Net Revenue which is on a parity with the lien of the Bonds.

"*Parity Reserve Amount*" means, as of any date on which it is calculated with respect to any issue of Parity Lien Bonds, the least of (a) 10% of the principal amount of said Parity Lien Bonds, (b) the maximum annual debt service in any calendar year on said Parity Lien Bonds or (c) 125% of the average annual debt service on said Parity Lien Bonds.

"*Paying Agent*" means the Bank and its successors in interest or assigns approved by the City.

"*Paying Agent Agreement*" means an agreement between the City and the Paying Agent concerning the duties and obligations of the Paying Agent with respect to the Bonds.

"*Permitted Investments*" means any investment in which funds of the City may be invested under the Charter and the laws of the State at the time of such investment.

"*Person*" means a corporation, firm, other body corporate, partnership, association or individual and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"*Preliminary Official Statement*" means the Preliminary Official Statement prepared in connection with the sale and issuance of the Bonds.

"*Principal Payment Date*" means December 1, or such other date or dates of each year as established in the Sale Certificate for payment of principal of the Bonds.

"*Principal Subaccount*" means a subaccount of the Bond Account reaffirmed by the provisions hereof for the purpose of paying the principal of and premium, if any, on the Bonds.

"*Pro Rata Portion*" means when used with respect to a required credit to the Principal Subaccount or the Interest Subaccount, the dollar amount derived by dividing the amount of principal or interest to come due on the next principal or interest payment date by the number of monthly credits required to be made prior to such payment date.

"*Record Date*" means, if the Interest Payment Date is on the first day of the month, the fifteenth day of the month immediately preceding the month (whether or not such day is a Business Day) in which such Interest Payment Date occurs and, if the Interest Payment Date is on the fifteenth day of the month, the first day of the month (whether or not such day is a Business Day) in which such Interest Payment Date occurs.

"*Refunded Bond Ordinance*" means the ordinance of the City authorizing the issuance of the Series 2001 Bonds.

"*Refunded Bond Requirements*" means the principal and interest due in connection with the Series 2001 Bonds until paid and cancelled in accordance with their terms or called for redemption, paid and cancelled on the Call Date.

"*Refunded Bonds Paying Agent*" means UMB Bank, n.a. (as successor in interest to American National Bank), in Denver, Colorado, as paying agent for the Series 2001 Bonds, or any successor thereto.

"*Refunding Project*" means the advance refunding of the Series 2001 Bonds and the payment of the costs of issuance of the Bonds.

"*Required Reserve Amount*" means, as of any date on which it is calculated, the least of (a) 10% of the principal amount of the Outstanding Bonds, (b) the maximum annual debt service in any calendar year on the Outstanding Bonds or (c) 125% of the average annual debt service on the Outstanding Bonds.

"*Reserve Account*" means a special account of the City designated as the "Storm Water Enterprise 2012 Reserve Account," created by this Ordinance for the purpose of paying, if necessary, the principal of, premium if any, and interest on the Bonds.

"*Sale Certificate*" means the certificate executed by the Sale Delegate under the authority delegated pursuant to this Ordinance, including but not limited to the Sections hereof titled "Bond Details," "Redemption of Bonds Prior to Maturity" and "Approval of Related Documents".

"*Sale Delegate*" means the Director of Finance and Administrative Services of the City or, in the event such person is unavailable, the City Manager.

"*Series 2001 Bonds*" means the Storm Water Enterprise Revenue Bonds, Series 2001, which as of the date of this Ordinance are outstanding in the principal amount of $1,030,000.

"*State*" means the State of Colorado.

"*Storm Water Enterprise*" means the Storm Water Enterprise as established by City Ordinance No. 20, Series 1993, as said ordinance may be amended from time to time.

"*Storm Water Enterprise Fund*" means the Storm Drainage Fund of the City which accounts for the financial activity of the Storm Water Enterprise.

"*Storm Water System*" means all of the City's storm water facilities including without limitation interests in real and personal property now owned or hereafter acquired whether situated within or without the City boundaries and all present or future improvements, extensions, enlargements, betterments, replacements and additions thereto.

"*Subordinate Lien Bonds*" means one or more series of additional bonds, notes, interim securities or other obligations issued by the City pursuant to the Section hereof entitled "Additional Bonds," having a lien on the Net Revenue which is subordinate or junior to the lien of the Bonds.

"*Tax Letter of Instructions*" means the Tax Letter of Instructions, dated the date on which the Bonds are originally issued and delivered to the City by Bond Counsel, as such instructions may be superseded or amended in accordance with their terms.

"*Underwriter*" means Stifel, Nicolaus & Company, Incorporated, of Denver, Colorado.

Section 2. **Authorization and Purpose of Bonds**. Pursuant to and in accordance with the Enabling Laws, the City hereby authorizes, and directs that there shall be issued, the "Storm Water Enterprise Revenue Refunding Bonds, Series 2012" for the purpose of providing funds for the Refunding Project. The caption for the Bonds also shall include "Series 2012 Bonds" or "Series 2013 Bonds" depending on the actual date of issuance of the Bonds

Section 3. **Bond Details**.

(a) ***Registered Form, Denominations, Dated Date and Numbering***. The Bonds shall be issued in fully registered form, shall be dated as of the Dated Date, and shall be registered in the names of the Persons identified in the registration books maintained by the Paying Agent pursuant hereto. The Bonds shall be issued in denominations of $5,000 in principal amount or any integral multiple thereof. The Bonds shall be consecutively numbered, beginning with the number one, preceded by the letter "R."

(b) ***Maturity Dates, Principal Amounts and Interest Rates***. The Bonds shall mature on the Principal Payment Date of the years and in the principal amounts, and shall bear interest at the rates per annum (calculated based on a 360-day year of twelve 30-day months) set forth in the Sale Certificate.

(c) ***Accrual and Dates of Payment of Interest***. Interest on the Bonds shall accrue at the rates set forth in the Sale Certificate from the later of the Dated Date or the latest Interest Payment Date (or in the case of defaulted interest, the latest date) to which interest has been paid in full and shall be payable on each Interest Payment Date.

(d) ***Delegation for Sales Certificate.*** The Council hereby delegates to the Sale Delegate for a period of one year from the date of adoption of this Ordinance the following (which shall be set forth in the Sale Certificate for the Bonds):

(i) the Dated Date of the Bonds;

(ii) the Principal Payment Date;

(iii) the Interest Payment Date;

(iv) the aggregate principal amount of the Bonds;

(v) the price at which the Bonds will be sold pursuant to the Bond Purchase Agreement;

(vi) the amount of principal of the Bonds maturing in any particular year and the respective interest rates borne by the Bonds;

(vii) the Bonds which may be redeemed at the option of the District, the dates upon which such optional redemption may occur, and the prices at which such Bonds may be optionally redeemed;

(viii) the principal amounts, if any, of Bonds subject to mandatory sinking fund redemption and the years in which such Bonds will be subject to such redemption; and

(ix) the Call Date.

(e) ***Sale Parameters***. The authority delegated to the Sale Delegate by this Section shall be subject to the following parameters:

(i) the aggregate principal amount of the Bonds shall not exceed $1,100,000;

(ii) the final maturity of the Bonds shall be no later than December 31, 2021;

(iii) the net effective interest rate on the Bonds shall not exceed 3.25%; and

(iv) the present value savings as a percentage of the aggregate principal amount of the Series 2001 Bonds shall be at least three percent (3%) computed based upon the arbitrage yield for such series of Bonds to the date of delivery of the Bonds, assuming semi-annual compounding.

(f) ***Manner and Form of Payment.*** Principal of each Bond shall be payable to the Owner thereof upon presentation and surrender of such Bond at the principal office of the Paying Agent in the city identified in the definition of Paying Agent in the Section hereof titled "Definitions" or at such other office of the Paying Agent designated by the Paying Agent for such purpose. Interest on each Bond shall be payable by check or draft of the Paying Agent mailed on each Interest Payment Date to the Owner thereof as of the close of business on the corresponding Record Date; provided that interest payable to any Owner may be paid by any other means agreed to by such Owner and the Paying Agent that does not require the City to make moneys available to the Paying Agent earlier than otherwise required hereunder or increase the costs borne by the City hereunder. All payments of the principal of and interest on the Bonds shall be made in lawful money of the United States of America.

(g) ***Book-Entry Registration.*** Notwithstanding any other provision hereof, the Bonds shall be delivered only in book entry form registered in the name of Cede & Co., as nominee of DTC, acting as securities depository of the Bonds and principal of and interest on the Bonds shall be paid by wire transfer to DTC; provided, however, if at any time the Paying Agent determines, and notifies the City of its determination, that DTC is no longer able to act as, or is no longer satisfactorily performing its duties as, securities depository for the Bonds, the Paying Agent may, at its discretion, either (i) designate a substitute securities depository for DTC and reregister the Bonds as directed by such substitute securities depository; or (ii) terminate the book entry registration system and reregister the Bonds in the names of the beneficial owners thereof provided to it by DTC. Neither the City nor the Paying Agent shall have any liability to DTC, Cede & Co., any substitute securities depository, any Person in whose name the Bonds are reregistered at the direction of any substitute securities depository, any beneficial owner of the Bonds or any other Person for (A) any determination made by the Paying Agent pursuant to the proviso at the end of the immediately preceding sentence or (B) any action taken to implement such determination and the procedures related thereto that is taken pursuant to any direction of or in reliance on any information provided by DTC, Cede & Co., any substitute securities depository or any Person in whose name the Bonds are reregistered.

Section 4. **Redemption of Bonds Prior to Maturity.**

(a) ***Optional Redemption.*** The Bonds shall subject to redemption at the option of the City, in whole or in part, and if in part in such order of maturities as the City shall determine and by lot within a maturity on such dates as set forth in the Sale Certificate. The Council hereby delegates to the Sale Delegate the authority to determine the dates, if any, on which the Bonds shall be subject to optional redemption and the redemption price or prices at which such redemption may be made.

(b) ***Mandatory Sinking Fund Redemption.*** All or any principal amount of the Bonds may be subject to mandatory sinking fund redemption by lot on the Principal Payment Date of the years and in the principal amounts specified in the Sale Certificate, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date. The Council hereby delegates to the Sale Delegate the authority to determine the principal amounts and dates on which the Bonds shall be subject to mandatory sinking fund redemption.

(c) ***Redemption Procedures.*** Notice of any redemption of Bonds shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first class, postage prepaid mail, not less than 30 days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with this Ordinance funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled.

Section 5. **Security for the Bonds; Flow of Funds.**

(a) ***Pledge of Net Revenues.*** The Net Revenue is hereby pledged to the payment of the Bonds. The Bonds shall constitute an irrevocable and first lien upon the Net Revenue, but not necessarily an exclusive such lien. In accordance with Section 11-57-208, C.R.S., upon the issuance of the Bonds, the Net Revenues shall immediately be subject to the lien of the pledge stated herein without any physical delivery, filing, or further act.

(b) ***Flow of Funds.*** Immediately upon the issuance of the Bonds, all Gross Revenue then held by the City shall be credited to the Storm Water Enterprise Fund. Thereafter, the City shall credit to the Storm Water Enterprise Fund all Gross Revenue immediately upon receipt. The City shall pay from the Storm Water Enterprise Fund all Operation and Maintenance Expenses as they become due and payable. After such payment or the allocation of Gross Revenue to such payment, the City shall apply the Net Revenue in the following order of priority:

FIRST, to the credit of the Interest Subaccount, the amounts required by the Section hereof entitled "Creation of Accounts," and to the credit of any other bond account or subaccount hereafter established for the payment of interest on Parity Lien Bonds issued in accordance with the Section hereof entitled "Additional Bonds;"

SECOND, to the credit of the Principal Subaccount, the amounts required by the Section hereof entitled "Creation of Accounts," and to the credit of any other bond account or subaccount hereafter established for the payment of the principal of, and premium if any, on Parity Lien Bonds issued in accordance with the Section hereof entitled "Additional Bonds;"

THIRD, to the credit of the Reserve Account, the amounts required by the Section hereof entitled "Creation of Accounts," and to the credit of any other account hereafter established as a reserve account for Parity Lien Bonds issued in accordance with the Section hereof entitled "Additional Bonds;"

FOURTH, to the credit of any other fund or account hereafter established for the payment of the principal of, premium if any, and interest on Subordinate Lien Bonds, including any sinking fund, reserve fund or similar fund or account established therefor, the amounts required by the ordinance or other enactment authorizing issuance of the Subordinate Lien Bonds; and

FIFTH, to the credit of any other fund or account as may be designated by the City, to be used for any lawful purpose, any moneys remaining in the Storm Water Enterprise Fund after the payments and accumulations set forth in FIRST through FOURTH hereof.

(c) ***Maintenance of Rates and Coverage.*** The City hereby covenants that it will establish, maintain, enforce and collect rates, fees and charges for services furnished by or the use of the Storm Water System to create Gross Revenue each Fiscal Year sufficient to pay Operation and Maintenance Expenses and to create Net Revenue in an amount: (a) equal to not less than 115% of the amount necessary to pay when due the principal of and interest on the Bonds and any Parity Lien Bonds coming due during such Fiscal Year; and (b) to make up any deficiencies in the Reserve Account and any reserve account established for Parity Lien Bonds. In the event that the Gross Revenue at any

time is not sufficient to make such payments, the City shall increase such rates, fees and charges to an extent which will ensure the payments and accumulations required by this Ordinance.

(d) ***Bonds Do Not Constitute a Debt.*** All of the Bonds, together with the interest thereon and any premium due in connection therewith, shall be payable only out of: (i) the Bond Account; or (ii) if necessary, the Reserve Account. The Owners may not look to any general or other fund of the City for the payment of the principal of, premium if any, and interest on the Bonds, except the funds and accounts pledged thereto by this Ordinance, and the Bonds shall not constitute a debt or an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; nor shall they be considered or held to be general obligations of the City.

Section 6. **Form of Bonds**. The Bonds shall be in substantially the form set forth in Appendix A hereto with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the City executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). All covenants, statements, representations and agreements contained in the Bonds are hereby approved and adopted as the covenants, statements, representations and agreements of the City. Although attached as appendices for the convenience of the reader, Appendix A is an integral part of this Ordinance and are incorporated herein as if set forth in full in the body of this Ordinance.

Section 7. **Execution of Bonds**. The Bonds shall be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, shall bear a manual or facsimile of the seal of the City and shall be attested by the manual or facsimile signature of the City Clerk of the Council, all of whom are hereby authorized and directed to prepare and execute the Bonds in accordance with the requirements hereof. Should any officer whose manual or facsimile signature appears on the Bonds cease to be such officer before delivery of any Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes. When the Bonds have been duly executed, the officers of the City are authorized to, and shall, deliver the Bonds to the Paying Agent for authentication. No Bond shall be secured by or titled to the benefit of this Ordinance, or shall be valid or obligatory for any purpose, unless the certificate of authentication of the Paying Agent has been manually executed by an authorized signatory of the Paying Agent. The executed certificate of authentication of the Paying Agent upon any Bond shall be conclusive evidence, and the only competent evidence, that such Bond has been properly authenticated and delivered hereunder.

Section 8. **Registration of Bonds in Registration Books Maintained by Paying Agent**. The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of Bonds shall be recorded. The person in whose name any Bond shall be registered on such registration book shall be deemed to be the absolute owner thereof for all purposes, whether or not payment on any Bond shall be overdue, and neither the City nor the Paying Agent shall be affected by any notice or other information to the contrary.

Section 9. **Transfer and Exchange of Bonds**. The Bonds may be transferred or exchanged at the principal office of the Paying Agent in the city identified in the definition of Paying Agent in the Section hereof titled "Definitions" or at such other office of the Paying Agent designated by the Paying Agent for such purpose for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate, upon payment by the transferee of a reasonable transfer fee established by the Paying Agent, together with any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith. Upon surrender for transfer of any Bond, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the City shall execute and the Paying Agent shall

authenticate and deliver in the name of the transferee a new Bond. Notwithstanding any other provision hereof, the Paying Agent shall not be required to transfer any Bond (i) which is scheduled to be redeemed in whole or in part between the Business Day immediately preceding the mailing of the notice of redemption and the redemption date or (ii) between the Record Date for any Interest Payment Date and such Interest Payment Date.

Section 10. **Replacement of Lost, Destroyed or Stolen Bonds.** If any Bond shall become lost, apparently destroyed, stolen or wrongfully taken, it may be replaced in the form and tenor of the lost, destroyed, stolen or taken Bond and the City shall execute and the Paying Agent shall authenticate and deliver a replacement Bond upon the Owner furnishing, to the satisfaction of the Paying Agent: (a) proof of ownership (which shall be shown by the registration books of the Paying Agent), (b) proof of loss, destruction or theft, (c) an indemnity to the City and the Paying Agent with respect to the Bond lost, destroyed or taken, and (d) payment of the cost of preparing and executing the new Bond.

Section 11. **Creation of Accounts.**

(a) ***Reaffirmation of Storm Water Enterprise Fund.*** There is hereby reaffirmed the Storm Water Enterprise Fund.

(b) ***Bond Account.*** There is hereby established the Bond Account of the Storm Water Enterprise Fund, which shall be maintained by the City in accordance with the provisions of this Ordinance. Moneys in the Bond Account shall be used solely for the purpose of paying the principal of, premium if any, and interest on the Bonds. There shall be deposited with the Paying Agent not less than the Business Day prior to each Interest Payment Date and Principal Payment Date, respectively (i) an amount from the Interest Subaccount which is sufficient to pay the interest on the Bonds due on such Interest Payment Date and (ii) an amount from the Principal Subaccount which is sufficient to pay the principal of and premium, if any, due on the Bonds on such Principal Payment Date.

(i) *Interest Subaccount.* The Interest Subaccount shall be used to pay the interest on Bonds. On or before the last day of each month, commencing in the month next succeeding the date of issuance of the Bonds, the City shall credit to the Interest Subaccount, from the Net Revenue and any interest income to be credited to the Interest Subaccount pursuant to the terms hereof, an amount equal to the Pro Rata Portion of the interest to come due on the Bonds on the next succeeding Interest Payment Date.

(ii) *Principal Subaccount.* The Principal Subaccount shall be used to pay the principal of and premium, if any, on the Bonds. On or before the last day of each month, commencing in the month next succeeding the date of issuance of the Bonds, the City shall credit to the Principal Subaccount, from the Net Revenue and any interest income to be credited to the Principal Subaccount pursuant to the terms hereof, an amount equal to the Pro Rata Portion of the principal coming due on the Bonds on the next succeeding Principal Payment Date.

(c) ***Reserve Account.*** There is hereby established the Reserve Account of the Storm Water Enterprise Fund, which shall be maintained by the City in accordance with the provisions of this Ordinance. Moneys in the Reserve Account shall be used, if necessary, only to prevent a default in the payment of the principal of, premium if any, or interest on

the Bonds, and the Reserve Account is hereby pledged to the payment of the Bonds. In the event the amounts credited to the Bond Account are insufficient to pay the principal of, premium if any, or interest on Bonds when due, the City shall transfer from the Reserve Account to the appropriate subaccount or subaccounts of the Bond Account an amount which, when combined with moneys in the subaccount or subaccounts, will be sufficient to make such payments when due.

(i) *Maintenance of Reserve Account.* The Required Reserve Amount shall be funded and maintained in cash or Permitted Investments. The Reserve Account shall be maintained in the amount of the Required Reserve Amount until such time as the amount credited thereto, when combined with moneys in the Bond Account, will be sufficient to pay the principal of, premium if any, and interest on all of the Bonds, at which time such moneys may be applied for such purpose. If at any time the amount of the Reserve Account is less than the Required Reserve Amount, then the City shall deposit to the Reserve Account from the Net Revenue, amounts sufficient to bring the amount credited to the Reserve Account to the Required Reserve Amount. Such deposits shall be made as soon as possible after such use, but in accordance with and subject to the limitations of the Section hereof entitled "Security for Payment of Bonds; Flow of Funds."

(ii) *Valuation and Interest Income.* Moneys credited to the Reserve Account which are invested in Permitted Investments shall be valued at fair market value and marked to market at least once per year. Additionally, the investment of moneys credited to the Reserve Account shall be subject to the covenants and provisions of the Section hereof entitled "Federal Income Tax Covenants." Except to the extent otherwise required by such Section, so long as the amount of the Reserve Account is equal to the Required Reserve Amount, all interest income from the investment or reinvestment of moneys credited to the Reserve Account shall be credited to the Interest Subaccount and/or the Principal Subaccount, as may be determined by the City; provided that if the amount of the Reserve Account is less than the Required Reserve Amount, then such interest income shall be credited to the Reserve Account. The amount on deposit to the Reserve Account shall never exceed the amount of the Required Reserve Amount.

Section 12. **Initial Credit of Bond Proceeds.** Upon payment to the City of the purchase price of the Bonds in accordance with the Bond Purchase Agreement, the Bonds shall be delivered to, or as directed by, the Underwriter and the proceeds received by the City from the sale of the Bonds, together with legally available moneys of the City available for such purpose, shall be applied as a supplemental appropriation by the City for the payment of the costs of issuance of the Bonds and as provided in the Section hereof entitled "Payment of Refunded Bonds" for payment of the Refunded Bond Requirements.

Section 13. **Payment of Refunded Bonds.**

(a) ***Immediate Payment and Cancellation of Refunded Bonds.*** In the event that (i) the date of delivery of the Bonds occurs on a date which permits the irrevocable deposit of the gross amount necessary for the payment and cancellation of the Series 2001 Bonds on the Call Date into the bond account for the Series 2001 Bonds established with the Refunded Bonds Paying Agent and (ii) the Refunded Bonds Paying Agent reaffirms the

amount which is necessary for the payment and cancellation of the Series 2001 Bonds on the Call Date, the net proceeds of the Bonds shall be applied for such purpose.

(b) ***Establishment and Maintenance of Escrow Account.*** In the event that the net proceeds of the Bonds are not deposited with the Refunded Bonds Paying Agent as set forth in paragraph (a) of this Section, there is hereby established a special account designated as the "Series 2001 Bonds Escrow Account," which shall be maintained in accordance with the provisions hereof and of the Escrow Agreement. The Escrow Account shall be maintained in an amount at the time of the initial deposits therein and at all times subsequently at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any part thereof in Defeasance Securities to pay the Refunded Bond Requirements. Except as may be otherwise provided in the Escrow Agreement, the City shall have no right or title to the moneys credited to or held in the Escrow Account, and such title shall be and is hereby transferred to the Bank in trust for the payment of the Refunded Bond Requirements pursuant to the Escrow Agreement. Moneys shall be withdrawn by the Bank from the Escrow Account on the Call Date to permit the payment without default of the Refunded Bond Requirements. If for any reason the amount in the Escrow Account shall at any time be insufficient for the purpose hereof, the City shall forthwith from the first moneys available therefor deposit in such account such additional moneys as shall be necessary to permit the payment in full of the Refunded Bond Requirements.

(c) ***Call of Refunded Bonds.*** Subject to the issuance of the Bonds, the Council does hereby declare its intent to exercise on behalf of and in the name of the City its option to redeem or pay and cancel all of the Series 2001 Bonds on the Call Date. The Council hereby authorizes the Sale Delegate determine the Call Date and to irrevocably instruct the Bank to give or cause to be given a notice of refunding, defeasance and redemption of the Series 2001 Bonds.

Section 14. **Investments**. Proceeds of the Bonds delivered to the City pursuant to the Section hereof titled "Initial Credit of Bond Proceeds," moneys on deposit in the Bond Account and the Reserve Account, and any moneys held by the Paying Agent with respect to the Bonds shall be invested in Permitted Investments, provided that the investment of such moneys shall be subject to any applicable restrictions set forth in the Tax Letter of Instructions and in the "Tax Compliance Certificate" or similar certificate delivered by the City in connection with the issuance of the Bonds that describes the City's expectations regarding the use and investment of proceeds of the Bonds.

Section 15. **Various Findings, Determinations, Declarations and Covenants**. The Council, having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, declares and covenants with the Owners of the Bonds that:

(a) it is in the best interest of the City and its residents that the Bonds be authorized, sold, issued and delivered at the time, in the manner and for the purposes provided in this Ordinance;

(b) the issuance of the Bonds will not cause the City to exceed its debt limit under applicable State law;

(c) the DTC Blanket Letter of Representations entered into with DTC will govern the book entry registration system for the Bonds; and

(d) the issuance of the Bonds and all procedures undertaken incident thereto are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the Charter, the Colorado Constitution and laws of the State.

Section 16. **Additional Covenants and Agreements.** The City hereby further irrevocably covenants and agrees with each and every Owner that so long as any of the Bonds remain Outstanding:

(a) ***Competent Management.*** The City shall employ competent management personnel for the Storm Water System and will continue to operate and manage the Storm Water System in an efficient and economical manner in accordance with all applicable laws, rules and regulations.

(b) ***Maintenance of Records and Accounts.*** The City shall keep proper books of record and accounts showing complete and correct entries of all transactions relating to the funds and accounts referred to herein and in such manner that the Gross Revenue and the Net Revenue may at all times be readily and accurately determined.

(c) ***Alienation of Property.*** The City will not sell or alienate any of the property constituting any part or all of the Storm Water System in any manner or to any extent as might reduce the security provided for the payment of the Bonds, but the City may sell any portion of such property which shall have been replaced by other similar property of at least equal value, or which shall cease to be necessary for the efficient operation of the Storm Water System; provided however, that the proceeds of any such sale of property shall be included as part of the Gross Revenue.

(d) ***Payment for Use and Services.*** The City will promptly render bills for services furnished by or the use of the Storm Water System, shall use all legal means to assure prompt payment thereof, shall take such action as may be necessary to make delinquent rates, fees and charges of the Storm Water System a lien upon the real property served.

(e) ***Audits.*** At least once a year in the time and manner provided by law, the City will cause an audit to be performed of the records relating to the revenues and expenditures of the Storm Water System. Such audit may be made part of and included within the general audit of the City, and made at the same time as the general audit. In addition, at least once a year in the time and manner provided by law, the City will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time and manner provided by law.

(f) ***Insurance.*** The City will carry such forms of insurance on insurable Storm Water System property as would ordinarily be carried by utilities having similar properties of equal value, such insurance being in such amounts as will protect the Storm Water System and its operation. In the event of any loss or damage to the Storm Water System, or in the event part or all of the Storm Water System is taken by the exercise of a power of eminent domain, the insurance proceeds or the condemnation award shall be used for restoring, replacing or repairing the property lost, damaged or taken, and the remainder thereof, if any, shall be considered as Gross Revenue; provided however, that if the City Council determines that the operation of the Storm Water System and the security for the Bonds will not be adversely affected thereby, the City Council may determine not to restore, replace or repair the property lost, damaged or taken and all of the insurance proceeds or condemnation award shall be considered as Gross Revenue.

(g) ***Surety Bonds.*** Each District official or other person having custody of any funds derived from the operation of the Storm Water System, or responsible for the handling of such

funds, shall be fully bonded at all times, which bond shall be conditioned upon the proper application of said funds.

(h) ***Enterprise Status.*** The City has established, and covenants to continue to maintain, the Storm Water System as an "enterprise" within the meaning of Article X, Section 20 of the Colorado Constitution, and as a "water activity enterprise" within the meaning of Title 37, Article 45.1, C.R.S.; provided, however, after calendar year 2012 the City may disqualify the Storm Water System as an "enterprise" in any year in which said disqualification does not materially, adversely affect the enforceability of the covenants made pursuant to this Ordinance. In the event the Storm Water System is disqualified as an enterprise and the enforceability of the covenants made pursuant to this Ordinance are materially, adversely affected, the City covenants to immediately take all actions necessary to (i) qualify the Storm Water System as an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution and (ii) permit the enforcement of the covenants made herein.

(i) ***Protection of Security.*** The City, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the principal of and interest on the Bonds and any other securities payable from the Net Revenue according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of the Owners might be prejudicially and materially impaired or diminished.

Section 17. **Federal Income Tax Covenants.** For purposes of ensuring that the interest on the Bonds is and remains excluded from gross income for federal income tax purposes, the City hereby covenants that:

(a) ***Prohibited Actions.*** The City will not use or permit the use of any proceeds of the Bonds or any other funds of the City from whatever source derived, directly or indirectly, to acquire any securities or obligations and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, or would otherwise cause the interest on any Bond to be includible in gross income for federal income tax purposes.

(b) ***Affirmative Actions.*** The City will at all times do and perform all acts permitted by law that are necessary in order to assure that interest paid by the City on the Bonds shall not be includible in gross income for federal income tax purposes under the Code or any other valid provision of law. In particular, but without limitation, the City represents, warrants and covenants to comply with the following rules unless it receives an opinion of Bond Counsel stating that such compliance is not necessary: (i) gross proceeds of the Bonds will not be used in a manner that will cause the Bonds to be considered "private activity bonds" within the meaning of the Code; (ii) the Bonds are not and will not become directly or indirectly "federally guaranteed"; and (iii) the City will timely file an Internal Revenue Service Form 8038-G with respect to the Bonds, which shall contain the information required to be filed pursuant to Section 149(e) of the Code.

(c) ***Tax Letter of Instructions.*** The City will comply with the Tax Letter of Instructions delivered to it on the date of issuance of the Bonds, including but not limited by the provisions of the Tax Letter of Instructions regarding the application and investment of Bond proceeds, the calculations, the deposits, the disbursements, the investments and the retention of records described in the Tax Letter of Instructions; provided that, in the event the Tax Letter of Instructions are superseded or amended by

new Tax Letter of Instructions drafted by, and accompanied by an opinion of, Bond Counsel stating that the use of the new Tax Letter of Instructions will not cause the interest on the Bonds to become includible in gross income for federal income tax purposes, the City will thereafter comply with the new Tax Letter of Instructions.

(d) ***Designation of Bonds as Qualified Tax Exempt Obligations.*** The City hereby designates the Bonds as qualified tax exempt obligations within the meaning of Section 265(b)(3) of the Code. The City covenants that the aggregate face amount of all tax exempt governmental obligations defined in Section 141 of the Code or qualified 501(c)(3) bonds defined in Section 145 of the Code issued by the City, together with governmental entities which derive their issuing authority from the City or are subject to substantial control by the City, are not expected to be more than $10,000,000 during the calendar year in which the Bonds are issued. The City recognizes that such tax exempt obligations include notes, leases, loans and warrants, as well as bonds. The City further recognizes that any bank, thrift institution or other financial institution that owns the Bonds will rely on the City's designation of the Bonds as qualified tax exempt obligations for the purpose of avoiding the loss of 100% of any otherwise available interest deduction attributable to such institution's tax exempt holdings.

Section 18. **Additional Bonds.**

(a) ***No Superior Lien Bonds.*** No bonds, notes, interim securities or other obligations shall be issued payable from the Net Revenue and having a lien thereon which is superior to the lien of the Bonds.

(b) ***Parity Lien Bonds.*** The City may issue Parity Lien Bonds if:

(i) As of the date of issuance of the Parity Lien Bonds the City is in substantial compliance with all of the covenants of this Ordinance;

(ii) As of the date of issuance of the Parity Lien Bonds the City is current in the accumulation of all amounts required to be then accumulated in the Bond Account and the Reserve Account; and

(iii) For any 12 month period during the 18-month period immediately preceding the date of issuance of such Parity Lien Bonds, the Net Revenue is sufficient to pay an amount representing not less than 150% of the Combined Maximum Annual Principal and Interest Requirements for the Outstanding Bonds, Outstanding Parity Lien Bonds, if any, and the Parity Lien Bonds proposed to be issued. For purposes of such test, if there has been adopted a schedule of increases in rates, fees and charges during the preceding 18-month period, the Net Revenue may be increased for those months in which such increase was not in effect for the 12 month period in which such calculation is made by adding to the actual revenues for such period an estimated sum equal to 100% of the estimated increase in revenues which would have been realized during said period had such increase been in effect for the entire 12-month period (the requirement set forth in this subparagraph (iii) shall not apply to any Parity Lien Bonds issued for the purpose of refunding less than all of the Outstanding Bonds); and

(iv) The ordinance, indenture or other document providing for the issuance of the Parity Lien Bonds must provide for a reserve account, which is established in the amount of the Parity Reserve Amount, and a bond account for the Parity Lien Bonds; the bond account must be established and maintained on substantially the same terms and contain substantially the same provisions as set forth in this Ordinance.

A written certificate by the Director of Finance and Administrative Services of the City that the conditions set forth in paragraphs (i), (ii) and (iii) above have been met shall conclusively determine that such conditions have been met in accordance with the terms hereof.

(c) ***Subordinate Lien Bonds.*** So long as no Event of Default shall have occurred and be continuing, nothing herein shall prevent the City from issuing Subordinate Lien Bonds.

Section 19. **Defeasance**. Any Bond shall not be deemed to be Outstanding hereunder if it shall have been paid and cancelled or if Defeasance Securities shall have been deposited in trust for the payment thereof (whether upon or prior to the maturity of such Bond, but if such Bond is to be paid prior to maturity, the City shall have given the Paying Agent irrevocable directions to give notice of redemption as required by this Ordinance, or such notice shall have been given in accordance with this Ordinance). In computing the amount of the deposit described above, the City may include the maturing principal of and interest to be earned on the Defeasance Securities. If less than all the Bonds are to be defeased pursuant to this Section, the City, in its sole discretion, may select which of the Bonds shall be defeased.

Section 20. **Events of Default**. Each of the following events constitutes an Event of Default:

(a) ***Nonpayment of Principal or Interest.*** Failure to make any payment of principal of or interest on the Bonds when due.

(b) ***Breach or Nonperformance of Duties.*** Breach by the City of any material covenant set forth herein or failure by the City to perform any material duty imposed on it hereunder and continuation of such breach or failure for a period of 60 days after receipt by the City Attorney of written notice thereof from the Paying Agent or from the Owners of at least 10% of the aggregate amount of the Bond Obligation, provided that such 60-day period shall be extended so long as the City has commenced and continues a good faith effort to remedy such breach or failure.

(c) ***Bankruptcy or Receivership.*** An order of decree by a court of competent jurisdiction declaring the City bankrupt under federal bankruptcy law or appointing a receiver of all or any material portion of the City's assets or revenues is entered with the consent or acquiescence of the City or is entered without the consent or acquiescence of the City but is not vacated, discharged or stayed within 30 days after it is entered.

Section 21. **Remedies for Events of Default**.

(a) ***Remedies.*** Upon the occurrence and continuance of any Event of Default, the Owners of not less than 25% of the aggregate amount of the Bond Obligation, including, without limitation, a trustee or trustees therefor may proceed against the City to protect and to enforce the rights of the any Owners under this Ordinance by mandamus,

injunction or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction:

(i) for the payment of interest on any installment of principal of any Bond that was not paid when due at the interest rate borne by such Bond;

(ii) for the specific performance of any covenant contained herein;

(iii) to enjoin any act that may be unlawful or in violation of any right of any Owner of any Bond;

(iv) for any other proper legal or equitable remedy; or

(v) any combination of such remedies or as otherwise may be authorized by applicable law; provided, however, that acceleration of any amount not yet due on the Bonds according to their terms shall not be an available remedy.

All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of Bonds then Outstanding.

(b) ***Failure To Pursue Remedies Not a Release; Rights Cumulative.*** The failure of any Owner of any Outstanding Bond to proceed in accordance with subsection (a) of this Section shall not relieve the City of any liability for failure to perform or carry out its duties under this Ordinance. Each right or privilege of any such Owner (or trustee therefor) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege of such Owner.

Section 22. **Amendment of Ordinance.**

(a) ***Amendments Permitted Without Notice to or Consent of Owners.*** The City may, without the consent of or notice to the Owners of the Bonds, adopt one or more ordinances amending or supplementing this Ordinance (which ordinances shall thereafter become a part hereof) for any one or more or all of the following purposes:

(i) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision of this Ordinance;

(ii) to subject to this Ordinance or pledge to the payment of the Bonds additional revenues, properties or collateral;

(iii) to institute or terminate a book entry registration system for the Bonds or to facilitate the designation of a substitute securities depository with respect to such a system;

(iv) to maintain the then existing or to secure a higher rating of the Bonds by any nationally recognized securities rating agency; or

(v) to make any other change that does not materially adversely affect the Owners of the Bonds.

(b) ***Amendments Requiring Notice to and Consent of Owners.*** Except for amendments permitted by subsection (a) of this Section, this Ordinance may only be amended (i) by a ordinance of the City amending or supplementing this Ordinance (which, after the consents required therefor, shall become a part hereof); and (ii) with the written consent of the Owners of at least 66-2/3% of the Bond Obligation; provided that any amendment that makes any of the following changes with respect to any Bond shall not be effective without the written consent of the Owner of such Bond: (A) a change in the maturity of such Bond; (B) a reduction of the interest rate on such Bond; (C) a change in the terms of redemption of such Bond; (D) a delay in the payment of principal of or interest on such Bond; (E) a reduction of the Bond Obligation the consent of the Owners of which is required for an amendment to this Ordinance; or (F) the establishment of a priority or preference for the payment of any amount due with respect to any other Bond over such Bond.

(C) ***Procedure for Notifying and Obtaining Consent of Owners.*** Whenever the consent of an Owner or Owners of Bonds is required under subsection (b) of this Section, the City shall mail a notice to such Owner or Owners at their addresses as set forth in the registration books maintained by the Paying Agent and to the Underwriter, which notice shall briefly describe the proposed amendment and state that a copy of the amendment is on file in the office of the City for inspection. Any consent of any Owner of any Bond obtained with respect to an amendment shall be in writing and shall be final and not subject to withdrawal, rescission or modification for a period of 60 days after it is delivered to the City unless another time period is stated for such purpose in the notice mailed pursuant to this subsection.

Section 23. **Appointment and Duties of Paying Agent.** The Paying Agent identified in the Section hereof titled "Definitions" is hereby appointed as paying agent, registrar and authenticating agent for the Bonds unless and until the City removes it as such and appoints a successor Paying Agent, in which event such successor shall automatically succeed to the duties of the Paying Agent hereunder and its predecessor shall immediately turn over all its records regarding the Bonds to such successor. The Paying Agent shall agree to perform all duties and to take all actions assigned to it hereunder in accordance with the terms hereof.

Section 24. **Approval of Related Documents.** The Council hereby ratifies and approves the distribution and use in connection with the offering of the Bonds of the Preliminary Official Statement and an Official Statement relating to the Bonds; and for a period of one year following the adoption of this Ordinance, the Sale Delegate is authorized to execute the Sale Certificate and the Bond Purchase Agreement. The appropriate officers and officials of the City are hereby authorized and directed to execute an undertaking to facilitate compliance with Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12), the Paying Agent Agreement, the Escrow Agreement, a "Tax Compliance Certificate" or similar certificate describing the City's expectations regarding the use and investment of proceeds of the Bonds and other moneys, an Internal Revenue Service Form 8038-G with respect to the Bonds and all other documents and certificates necessary or desirable to effectuate the issuance or administration of the Bonds, the investment of proceeds of the Bonds and the transactions contemplated hereby.

Section 25. **Events Occurring on Days That Are Not Business Days.** Except as otherwise specifically provided herein with respect to a particular payment, event or action, if any payment to be made hereunder or any event or action to occur hereunder which, but for this Section, is to be made or is to occur on a day that is not a Business Day, such payment, event or action shall instead be made or occur on the next succeeding day that is a Business Day with the same effect as if it was made or occurred on the date on which it was originally scheduled to be made or occur.

Section 26. **Limitation of Actions**. In accordance with Section 11-57-212, C.R.S., no legal or equitable action can be brought with respect to any legislative acts or proceedings in connection with the authorization of the Bonds more than 30 days after the authorization of such securities.

Section 27. **Ordinance is Contract with Owners of Bonds and Irrepealable**. After the Bonds have been issued, this Ordinance shall be and remain a contract between the City and the Owners of the Bonds and shall be and remain irrepealable until all amounts due with respect to the Bonds shall be fully paid, satisfied and discharged and all other obligations of the City with respect to the Bonds shall have been satisfied in the manner provided herein.

Section 28. **Headings**. The headings to the various sections and subsections to this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance and shall not be used in any manner to interpret this Ordinance.

Section 29. **Severability**. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 30. **Repeal of Inconsistent Ordinances, Resolutions, Bylaws, Rules and Orders**. All ordinances, resolutions, bylaws, rules and orders, or parts thereof, that are inconsistent with or in conflict with this Ordinance, are hereby repealed to the extent of such inconsistency or conflict.

Section 31. **Ratification of Prior Actions**. All actions heretofore taken (not inconsistent with the provisions of this Ordinance, the Enabling Laws or the Charter) by the Council or by the officers and employees of the City directed toward the issuance of the Bonds for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 32. **Emergency Declaration and Effective Date.** The Council has been advised that in order for the City to secure the low interest rates currently present in the market and avoid a possible increase in such rates, it is necessary to issue the Bonds as soon as possible. Therefore, for said reason, the Council declares that this ordinance is necessary for the immediate preservation of public property, health, peace, or safety and an emergency exists. This Ordinance shall be effective immediately upon final passage and be published within seven days after publication following final passage

Introduced, read in full, and passed on first reading as an emergency ordinance on the 16th day of April, 2012.

Published by Title as an Emergency Bill for an Ordinance in the City's official newspaper on the 20th day of April, 2012.

Published as an Emergency Bill for an Ordinance on the City's official website beginning on the 18th day of April, 2012 for thirty (30) days.

Read by title as an Emergency Ordinance and passed on final reading on the 7th day of May, 2012.

Published by title in the City's official newspaper as Emergency Ordinance No. ___, Series of 2012, on the 11th day of May, 2012.

Published as an Emergency Ordinance by title on the City's official website beginning on the 9th day of May, 2012 for thirty (30) days.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Kerry Bush, Deputy City Clerk

I, Kerry Bush, Deputy City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Emergency Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2012.

_____
Kerry Bush

APPENDIX A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF COLORADO

CITY OF ENGLEWOOD, COLORADO
Acting By and Through Its

STORM WATER ENTERPRISE

STORM WATER ENTERPRISE REVENUE BOND, SERIES 2012

No. R __ $_____

Interest Rate	Maturity Date	Original Dated Date	CUSIP
_____%			293065___

REGISTERED OWNER: Cede & Co.
Tax Identification Number: 13-2555119

PRINCIPAL SUM: **DOLLARS**

The City of Englewood, Colorado, a duly organized and validly existing home-rule municipality of the State of Colorado, for value received, hereby promises to pay to the order of the registered owner named above, or registered assigns, the principal sum stated above on the maturity date stated above, with interest on such principal sum from the original dated date stated above at the interest rate per annum stated above (calculated based on a 360-day year of twelve 30-day months), payable on _____ and _____ of each year, commencing _____. Capitalized terms used but not defined in this bond shall have the meaning assigned to them in the Ordinance of the City authorizing the issuance of the Bonds.

The principal of and interest on this bond is payable to the registered owner hereof upon presentation and surrender of this bond at the principal operations office of UMB Bank, n.a., as paying agent, in Denver, Colorado, or at such other office of the Paying Agent designated by the Paying Agent for such purpose. Interest on this bond is payable by check or draft of the Paying Agent mailed on the Interest Payment Date to the registered owner hereof as of the [fifteenth day of the month immediately preceding] [first day of] the month (whether or not such day is a Business Day) in which the Interest Payment Date occurs; provided that, interest payable to the registered owner of this bond may be paid by any other means agreed to by such registered owner and the Paying Agent that does not require the City to make moneys available to the Paying Agent earlier than otherwise required under the Ordinance or increase the costs borne by the City under the Ordinance; provided further, that, so long as Cede & Co. is the registered owner of this bond, the principal of and interest on this bond shall be paid by wire transfer to Cede & Co. Any payment of principal of or interest on this bond that is due on a day that is not a

Business Day shall be made on the next succeeding day that is a Business Day with the same effect as if made on the day on which it was originally scheduled to be made. All payments of principal of and interest on this bond shall be made in lawful money of the United States of America.

This bond is part of an issue of general obligation refunding bonds of the City designated the City of Englewood, Colorado, Storm Water Revenue Refunding Bonds, Series 2012, issued in the principal amount of $_____ (the "Bonds"). The Bonds have been issued pursuant to, under the authority of, and in full conformity with, the Charter, the Constitution and the laws of the State, including, in particular, Part 2 of Article 57 of Title 11, Colorado Revised Statutes (collectively, the "Act"); and pursuant to a ordinance adopted by the City Council of the City. THE ORDINANCE CONSTITUTES THE CONTRACT BETWEEN THE REGISTERED OWNER OF THIS BOND AND THE CITY. THIS BOND IS ONLY EVIDENCE OF SUCH CONTRACT AND, AS SUCH, IS SUBJECT IN ALL RESPECTS TO THE TERMS OF THE ORDINANCE, WHICH SUPERSEDES ANY INCONSISTENT STATEMENT IN THIS BOND.

The principal of, premium if any, and interest on this Bond are payable only out of: (a) a special account designated as the "Bond Account," into which the City covenants and agrees to deposit, from the revenues derived from the operation of the water facilities comprising the Storm Water Enterprise after deduction of operations and maintenance costs (the "Net Revenue"), amounts sufficient to pay the principal of and interest on the Bonds when the same become due and payable; and (b) if necessary, a special account designated as the "Reserve Account," all as more particularly set forth in the Bond Ordinance. The Bonds shall constitute an irrevocable and first lien upon the Net Revenue, but not necessarily an exclusive such lien. Subject to expressed conditions, obligations in addition to the Bonds of this issue may be issued and made payable from the Net Revenue having a lien thereon subordinate and junior to the lien of the Bonds of this issue or, subject to additional expressed conditions, having a lien on the Net Revenue on a parity with the lien of the Bonds of this issue, in accordance with the provisions of the Bond Ordinance.

[The redemption provisions from Section 4 of the Ordinance and the Sale Certificate shall be set forth herein.]

Notice of any redemption of Bonds shall be given by the Paying Agent in the name of the City by sending a copy of such notice by first class, postage prepaid mail, not more than 60 days nor less than 30 days prior to the redemption date, to the Owner of each Bond being redeemed. Such notice shall specify the number or numbers of the Bonds so to be redeemed (if redemption shall be in part) and the redemption date. If any Bond shall have been duly called for redemption and if, on or before the redemption date, there shall have been deposited with the Paying Agent in accordance with the Ordinance funds sufficient to pay the redemption price of such Bond on the redemption date, then such Bond shall become due and payable at such redemption date, and from and after such date interest will cease to accrue thereon. Failure to deliver any redemption notice or any defect in any redemption notice shall not affect the validity of the proceeding for the redemption of Bonds with respect to which such failure or defect did not occur. Any Bond redeemed prior to its maturity by prior redemption or otherwise shall not be reissued and shall be cancelled.

The Paying Agent shall maintain registration books in which the ownership, transfer and exchange of Bonds shall be recorded. The person in whose name this bond shall be registered on such registration books shall be deemed to be the absolute owner hereof for all purposes, whether or not payment on this bond shall be overdue, and neither the City nor the Paying Agent shall be affected by any notice or other information to the contrary.

This bond may be transferred or exchanged at the principal office of the Paying Agent in Denver, Colorado, or at such other office of the Paying Agent designated by the Paying Agent for such purpose for a like aggregate principal amount of Bonds of other authorized denominations ($5,000 or any integral multiple thereof) of the same maturity and interest rate, upon payment by the transferee of a reasonable transfer fee established by the Paying Agent, together with any tax or governmental charge required to be paid with respect to such transfer or exchange and any cost of printing bonds in connection therewith. Upon surrender for transfer of any Bond duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his or her attorney duly authorized in writing, the City shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee a new Bond. Notwithstanding any other provision of the Ordinance, the Paying Agent shall not be required to transfer any Bond (a) which is scheduled to be redeemed in whole or in part between the Business Day immediately preceding the mailing of the notice of redemption and the redemption date; or (b) between the Record Date for any Interest Payment Date and such Interest Payment Date.

The Ordinance may be amended or supplemented from time to time with or without the consent of the registered owners of the Bonds as provided in the Ordinance.

It is hereby certified that all conditions, acts and things required by the Charter, the Constitution and laws of the State, including the Act, and the ordinances of the City, to exist, to happen and to be performed, precedent to and in the issuance of this bond, exist, have happened and have been performed, and that neither this bond nor the other bonds of the issue of which this bond is a part exceed any limitations prescribed by the Charter, the Constitution or laws of the State, including the Act, or the ordinances of the City.

This bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the Paying Agent shall have signed the certificate of authentication hereon.

IN WITNESS WHEREOF, the City Council of the City has caused this bond to be executed with the signature of its Mayor and attested by the signature of its City Clerk, and has caused the seal of the City to be impressed or imprinted hereon, all as of the date set forth below.

[CITY SEAL]

THE CITY OF ENGLEWOOD

By _____
Mayor

Attest:

By _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the issue described in the within mentioned Ordinance.

Dated: _____

UMB BANK, N.A., as Paying Agent

By _____
Authorized Signatory

APPROVING LEGAL OPINION

Set forth below is a true copy of the approving legal opinion of Kutak Rock LLP, delivered on the date on which the Bonds were originally issued: [The form of legal opinion of Bond Counsel shall be set forth here.] I, the undersigned City Clerk of the City of Englewood, Colorado, do hereby certify that the foregoing approving opinion of Kutak Rock LLP, Denver, Colorado, is a true and complete copy of a manually executed and dated copy thereof on file in the official records of the City.

By (facsimile signature) _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

_____

(Please print or typewrite name and address of Transferee)
(Tax Identification or Social Security No.)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.

TRANSFER FEE MAY BE REQUIRED

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
May 7, 2012	9 c i	Award Contract for Union Ave. Paving Project

Initiated By:	Staff Source:
Department of Public Works	Dave Henderson, Engineering/Capital Projects Administrator

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

- Public Works staff discussed the project with City Council at the April 23rd Study Session.

RECOMMENDED ACTION

Staff recommends that City Council award, by motion, a contract to the lowest acceptable bidder, **New Design Construction**, in the amount of **$162,335**, for the **Union Ave. Paving Project;** authorizing the Director of Public Works to execute the contract.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The asphalt roadway in the 2400 - 2600 blocks of West Union Ave., at the entrance to Waste Management and Brannan Sand & Gravel, has been a maintenance issue for many years. Extremely heavy truck traffic and turning movements in and out of the driveways of these two businesses has caused the asphalt and sub-grade to displace and deteriorate. Our Street Division has attempted to stabilize the pavement many times over the past decade, and typically needs to patch the area at least twice a year.

Staff retained the services of Hedrick & Associates to provide pavement design recommendations, plans, and specifications. Geotechnical borings were obtained to assist with the pavement and sub-grade design. Based on the data collected and weight/count of truck traffic, the engineer recommends placement of 11 inches of concrete pavement over properly compacted sub-grade to handle the load. Approximately 175 feet of the road (full width) will be removed and replaced with concrete. The plans and specifications were completed in February (design cost $13,100), and the project was advertised in early March.

Pending Council's approval of this contract, the work will be scheduled to begin in mid-May. The roadway would close at 7:00 PM on Friday, May 18th and re-open at 5:00 AM on Monday, May 21st. Some work will take place before and after the roadway closure with minimal impact to the traveling public and local businesses. Staff will mail approximately 450 informational flyers to local residents and businesses.

The low bidder, New Design Construction, did work for the City of Englewood approximately ten years ago and completed that project successfully. Staff has evaluated the references submitted with the bid and finds their experience and qualifications acceptable.

FINANCIAL IMPACT

Six bids were received and opened on March 29, 2012 as detailed in the attached Bid Tabulation.

Estimated construction costs for the project are as follows:

Construction contract (New Design Construction)	**$ 162,335**
Construction administration and testing (Hedrick & Associates)	13,818
Contingency for unidentified work	10,000
Estimated Construction Cost	$ 186,153

Subsequent to the bid opening, New Design Construction approached the City regarding a value-engineered proposal that could potentially save the City $10,000 - $15,000. The proposal would involve a complete closure of Union Ave. for one weekend (the project was initially planned for two weeks.) This plan will decrease asphalt patching costs and consultant inspection time. These potential savings are likely to reduce the overall construction costs to approximately $175,000.

The total available in the 2012 Road & Bridge account in the Public Improvement Fund is as follows:

Original appropriation	$ 750,000
Supplemental appropriation	334,000
Carry over from 2011 (reserved for Union Ave. Paving and contingency)	**233,442**
	$1,317,442

Anticipated 2012 Road & Bridge expenditures are as detailed below:

Overlay (in-house)	$ 750,000
Crack Seal (in-house)	30,000
On-going operations and contingency	120,000
Contract Crack Seal (Spring project 120 blocks)	65,000
Contract Crack Seal (Fall project 120 blocks)	65,000
Bridge Repairs (estimated)	70,000
Union Ave. Paving	**175,000**
	$1,275,000

Per the advertised Invitation to Bid, New Design Construction will execute the contract and provide a performance bond for the full amount of the contract within 10 days of our "Notice of Award". Pending Council approval of this motion, staff will issue a formal "Notice of Award" on Tuesday, May 8th.

LIST OF ATTACHMENTS

Bid Tabulation
Contract Form

City of Englewood Bid Tabulation Sheet

Bid Opening: March 29, 2012 2:00 PM MDT

ITEM: ITB-12-010 2012 Union Ave Paving Project

Apparent Low Bidder

Contractor	Bid Bond Y/N	SOQ Y/N	Total Base Bid	*Exceptions:*
Thoutt Bros. Concrete Contractors, Inc.				
5460 Tennyson St				
Denver, CO 80212				
Tod Thoutt, Estimator (303) 458-1298	Y	Y	$ 177,821.00	
New Design Construction				
2350 E 70th Ave				
Denver, CO 80229				
Rick Suer, Chief Estimator (303) 286-8500	Y	Y	$162,335.00	
Lawson Construction Company				
PO Box 1318				
Longmont, CO 80502				
Lloyd Lawson, VP (303) 444-8680	Y	Y	$190,810.00	
Chato's Concrete, LLC				
PO Box 21008				
Denver, CO 80221				
Marlene Andrade, Owner (720) 252-7959	Y	Y	$173,166.17	
Noraa Concrete Construction Corp				
39673 E 160th Ave				
Keenesburg, CO 80643				
Lori Kaiser, Project Admn (303) 637-9233	Y	Y	$170,804.00	
KECI Colorado, Inc.				
5750 W Airport Rd				
Sedalia, CO 80135				
Paul Iwata, President (303) 791-3759 X12	Y	Y	$176,587.00	

CONTRACT

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this **7th** day of **May, 2012**, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and **New Design Construction**, whose address is **2350 East 70th Avenue, Denver, CO, 80229**, ("Contractor"), commencing on the **29th** day of **February, 2012**, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: **2012 Union Ave. Paving Project**

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

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

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

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

   Invitation to Bid
   Contract (this instrument)
   Special Provisions Insurance
   Performance Payment Maintenance Bond
   Section 1 – General Information
   Section 2 - Special Provisions
   Section 3 - General Conditions
   Section 4 – Portland Cement Concrete
   Section 5 – Placing and Finishing Concrete
   Section 6 – Site Preparation
   Section 7 – Base Course
   Section 8 – Construction Plans and Details

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

C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **ten (10) days** from being notified to commence work by the Director of Public Works, and agrees to fully complete said work by **May 28, 2012**, plus such extension or extensions of time as may be granted by the Director of Public Works in accordance with the provisions of the Contract Documents and Specifications.

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

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

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

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

G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being **One Hundred Sixty-Two Thousand, Three-Hundred Thirty-Five dollars ($162,335.00)**

H. Appropriation of Funds: At present, **$162,335.00** 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. Liquidated Damages: The City and Contractor recognize that time is of the essence in this Agreement because of the public interest in health and safety, and that the City will suffer financial loss, and inconvenience, if the Work is not complete within the time specified in the bid documents, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the City if the Work is not complete on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the City **$250** for each day that expires after the time specified for substantial completion until the Work is complete, and **$250** for each day that expires after the time specified for final completion until the Work is finally complete.

J. 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.

K. 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.

L. Contractor's Guarantee. In addition to the Contractor's Guarantee provided for in the Section 3.50 of the General Conditions, the Contractor shall further guarantee that the work of the contract 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 guarantee the concrete curbs, gutters, pavements, and sidewalks against defective workmanship and materials, and shall keep the same in good order and

in good order 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 paving, curbs, gutters, and sidewalks or any portion thereof, shall rest entirely with the Director of Public Works, whose decision upon the matter shall be final and obligatory upon the Contractor.

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

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

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

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

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

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

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

(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

_____
Contractor (print company name)

By: _____ Date: _____
(Signature)

_____
(Print name and Title)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared__ _____, known to me to be the _____ of _____, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: _____ _____
NOTARY

COUNCIL COMMUNICATION

DATE: May 7, 2012	AGENDA ITEM: 10 a	SUBJECT: Denver Seminary Planned Unit Development Amendment 3
INITIATED BY: Kent Place Regency, LLC. 8480 East Orchard Road, Suite 6900 Greenwood Village, Colorado 80111	STAFF SOURCE: Brook Bell, Planner II	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approved Denver Seminary Planned Unit Development (PUD) Amendment 3 on first reading on April 16, 2012 and scheduled a Public Hearing for May 7, 2012 to gather public input on the proposed amendment.

The Denver Seminary Planned Unit Development (PUD) was first approved by City Council on September 20, 2004 as Ordinance Number 52, Series of 2004; with Amendment 1 approved on February 23, 2007, by Ordinance 9, Series of 2007; and Amendment 2 approved on June 20, 2008, by Ordinance 26, Series of 2008.

RECOMMENDED ACTION

Staff recommends that Council consider testimony during Public Hearing on Council Bill No. 24, approving the Denver Seminary PUD Amendment 3.

BACKGROUND

The subject property is an 11.41 acre site at the northwest corner of South University Boulevard and East Hampden Avenue (US 285). The site was occupied by a seminary for more than 40 years. In 2004 it was rezoned by Council upon a request by JVF, LLC from R-3-B residential zoning to Planned Unit Development. The rezoning allowed 350 for-sale residential units and up to 65,000 square feet of retail space.

In December 2005, JVF, LLC transferred ownership of the site to Continuum Partners, LLC. In February of 2007, Continuum Partners requested and received approval of Amendment 1. In June of 2008, Continuum Partners requested and received approval of Amendment 2.

In December of 2010, Continuum partnered with Regency Centers forming Kent Place Regency, LLC to develop the retail portion of the site. Ownership of the residential portion of the site was transferred to Kent Place Associates, LLC for future development of the residential portion of the site.

In June of 2011, Kent Place Regency, LLC submitted plans for the first construction permit on the retail portion of the site. The retail portion of the site is under construction.

In November of 2011, Kent Place Regency, LLC desired to include a drive-through teller lane and a drive-through ATM lane in conjunction with the proposed bank on Lot 3. The approved PUD as amended allows a Financial Institution without Drive-Through Service. The addition of a Financial Institution with Drive-Through Service requires a PUD amendment application pursuant to the same procedures under which the original plans were approved.

NEIGHBORHOOD MEETING SUMMARY

The applicant conducted the required neighborhood meeting on January 12, 2012, prior to submitting the application for Amendment 3 on January 24, 2012. Notice of the pre-application meeting was mailed to property owners and occupant of property within 1000 feet of the site. The notification area included properties within Englewood, as well as Cherry Hills Village, Denver, and unincorporated Arapahoe County. Neighborhood meeting notes are attached to this report (Exhibit B).

AMENDMENT 3 OVERVIEW

The proposed PUD Amendment 3 is a relatively minor request. Amendment 3 proposes no changes to the PUD's building envelopes, setbacks, building height, parking, drainage, landscaping, and signage requirements. The inclusion of a detailed site plan, landscape plan, and building elevations provides the City and community with greater certainty as to what will be developed. The proposed bank building elevations are compatible with the grocery market and retail building elevations that have been approved. If Amendment 3 is approved, the applicant will be required to construct the project per the proposed site plan, elevations, and Planning and Zoning recommended conditions.

The focus of Amendment 3 is to add Financial Institution with Drive-Through Service to the Table of Allowed Uses. The existing PUD allows Financial Institution without Drive-Through Service as a permitted use. The proposed amendment would simply allow drive-through lanes for a financial institution, and only for a financial institution. In terms of hours of operation, noise, odors, and business characteristics, the proposed bank has potentially less impacts than other uses that are permitted by the existing PUD. Additionally, any impacts associated with the drive-through lanes are mitigated by the positioning of the drive-through canopy and the proposed landscaping.

CITY DEPARTMENT AND OUTSIDE AGENCY REVIEW

The Amendment 3 PUD District Plan and Site Plan were reviewed by the City's Development Review Team (DRT) on February 7, 2012. Identified issues were addressed by the applicant and the final Denver Seminary PUD Amendment 3 packet was submitted on February 15, 2012.

Preliminary plans of the proposed Denver Seminary PUD Amendment 3 were referred to Arapahoe County, the City and County of Denver, Cherry Hills Village, Tri-County Health and the Colorado Department of Transportation (CDOT) for review and comment. CDOT comments and the applicant's responses are attached as Exhibits D-F. Comments from Tri-County Health and the applicant's response are attached as Exhibit G-H. Arapahoe County comments are attached as Exhibit I. Cherry Hills Village and the City of Denver did not provide comments.

PLANNING COMMISSION ACTION

The Planning and Zoning Commission considered Denver Seminary PUD Amendment 3 at a Public Hearing conducted on March 20, 2012. The Commission considered testimony and found that the proposed amendment met the District Plan and Site Plan approval criteria as established in the Unified Development Code. The Commission voted 9 - 0 to forward the proposed Amendment 3 to City Council with a favorable recommendation for adoption with the following conditions:

1. All approved conditions and requirements established under the Denver Seminary PUD, Denver Seminary PUD - Amendment 1, and Denver Seminary PUD - Amendment 2 shall apply unless amended by Amendment 3.

2. That a Financial Institution with Drive-Through Service use shall be limited to Lot 3 per the Site Plan.

3. That the Financial Institution with Drive-Through Service shall be limited to two drive-through lanes.

LIST OF ATTACHMENTS

Planning and Zoning Commission Staff Report (March 20, 2012)
Planning and Zoning Commission Minutes (March 20, 2012)
Planning and Zoning Commission Findings of Fact
Proposed Bill for Ordinance

CITY OF ENGLEWOOD
COMMUNITY DEVELOPMENT

TO: Planning and Zoning Commission
THRU: Alan White, Community Development Director
FROM: Brook Bell, Planner II
DATE: March 20, 2012

SUBJECT: **Case ZON2012-001** - Public Hearing
Denver Seminary Planned Unit Development Amendment 3

APPLICANT:
Kent Place Regency, LLC.
8480 East Orchard Road, Suite 6900
Greenwood Village, Colorado 80111

PROPERTY OWNERS:
Kent Place Regency, LLC.
Kent Place Investors, LLC
8480 East Orchard Road, Suite 6900
Greenwood Village, Colorado 80111

PROPERTY OWNER (Adjacent):
Kent Place Associates, LLC
210 University Boulevard, Suite 700
Denver, Colorado 80206

PROPERTY ADDRESS:
3495 South University Boulevard

REQUEST:
The applicant has submitted an application to amend the Denver Seminary Planned Unit Development (PUD) which was first approved by City Council on September 20, 2004 as Ordinance Number 52, Series of 2004; with Amendment 1 approved on February 23, 2007, by Ordinance 9, Series of 2007; and Amendment 2 approved on June 20, 2008, by Ordinance 26, Series of 2008.

RECOMMENDATION:
The Department of Community Development recommends that the Planning and Zoning Commission review the Denver Seminary PUD Amendment 3 and forward a recommendation for approval to City Council with the following conditions:

1. All approved conditions and requirements established under the Denver Seminary PUD, Denver Seminary PUD - Amendment 1, and Denver Seminary PUD - Amendment 2 shall apply unless amended by Amendment 3.

LEGAL DESCRIPTION:
Lots 1, 2, and 3, Kent Place First Filing Second Amendment, and Lot 2 Kent Place First Filing First Amendment

ZONE DISTRICT:
Denver Seminary Planned Unit Development, as Amended.

PROPERTY LOCATION AND SURROUNDING LAND USE:
The subject property of this PUD amendment is located at the northwest corner of South University Boulevard and East Hampden Avenue. Land to the north and west of the subject property is within the City of Englewood. Adjoining land to the north is zoned R-1-A Residential Single Dwelling Unit District and contains detached single-unit dwellings. Adjoining land to the west is zoned MU-R-3-B Mixed-Use Residential/Limited Office-Retail District and contains an attached single-unit dwelling development known as Kent Village. Land to the east of the site, across South University Boulevard, is within unincorporated Arapahoe County and is zoned R-2 (County zoning designation). Land south of the site is within Cherry Hills Village and is zoned R-1 and R-3A (Cherry Hills Village zoning designation). Land within these areas contains residential detached single-unit dwellings.

PUD AMENDMENT PROCEDURE:
As stated in Sections E1b and E2b of the original Denver Seminary PUD District Plan Development Standards, major modifications to the District Plan and site plan amendments may only be made pursuant to the same procedures under which the original plans were approved. Therefore a pre-application neighborhood meeting, City review and public hearings before the Planning and Zoning Commission and City Council are required.

BACKGROUND:
The Planned Unit Development is a rezoning process that establishes specific zoning and site planning criteria to meet the needs of a specific development proposal that may not be accommodated within existing zoning development regulations. A PUD rezoning provides the opportunity for unified development control for multiple properties or multiple uses.

The Denver Seminary PUD is an 11.41 acre site previously occupied by a theological seminary for more than forty years. The site was the subject of a rezoning application by JVF, LLC. The rezoning was approved by Council on September 20, 2004 as Ordinance Number 52, Series of 2004. The property was transferred from JVF, LLC to Continuum Partners, LLC in December of 2005.

In February of 2007, Continuum Partners requested and received approval of Amendment 1 which included:

- A reduction in retail area and related parking ratios.
- Modification of building configurations and associated building envelopes.
- A change in turn-lane configuration to mitigate intersection conflicts identified by Colorado Department of Transportation.

Following approval of Amendment 1, Continuum demolished all but one building on the site and constructed sound walls on the west and north boundaries.

In June of 2008, Continuum Partners requested and received approval of Amendment 2 which included:

- Creation of three building envelopes in which an allowed use or activity may occur provided all PUD height, setback, bulk plane, and floor area requirements are met.
- Added Single-unit Residential, Two-unit Residential, and Hotel uses to the Table of Allowed Uses.
- An increase in the permitted retail/commercial space to 75,000 square feet from 51,500 square feet.
- A decrease in the permitted number of residential units from 350 to 300.
- Dormer restrictions on structures along west boundary (as negotiated with Kent Village)

Amendment 2 acknowledged the need for flexible development options by establishing the three development envelopes.

In July of 2010, Continuum Partners proposed a new concept for a retail development that included:

- An increase in the permitted retail/commercial space to 125,000 square feet from 75,000 square feet.
- Changes to the Table of Allowed Uses including the addition of Fuel Dispensing use and the removal of Residential uses.

Continuum Partners then conducted the required PUD Pre-application Neighborhood Meeting where the public did not support the proposed concept. A formal PUD amendment application for the proposed concept was not submitted.

In November of 2010, Continuum Partners presented another development concept to Staff that maintained residential uses and included approximately 58,000 square feet of retail uses. The proposed concept complied with the dimensional and use requirements of the approved PUD as amended, and did not require a new amendment. Continuum met informally with neighborhood representatives to obtain feedback on the proposed concept.

In December of 2010, Continuum then partnered with Regency Centers forming Kent Place Investors, LLC and subsequently Kent Place Regency, LLC to develop the retail portion of the site. The residential portion of the site was subdivided and transferred to Kent Place Associates, LLC for future development of the residential portion of the site.

In June of 2011, Kent Place Regency, LLC submitted plans for the first construction permit on the retail portion of the site. The retail portion of the site includes:

- A small grocery market on Lot 1, of 30,000 square feet plus a 10,000 square feet second story mezzanine.
- Two single story retail buildings (A and B) on Lot 2, with 8,960 square feet and 4,800 square feet.
- A 4,344 square feet bank on Lot 3.

Since June of 2011, site plans and building elevations for the grocery market and two single story retail buildings have been approved. Building permit applications for the market and two single story retail buildings are currently under review. Off-site utility and street improvements to US Highway 285 and University Boulevard (including the required traffic signal) are substantially complete. The on-site retaining wall, utilities, grading, and storm water detention are also substantially complete.

In November of 2011, Kent Place Regency, LLC indicated they desired to include a drive-through teller lane and a drive-through ATM lane in conjunction with the proposed bank on Lot 3. The approved PUD as amended allows a Financial Institution *without* Drive-Through Service; however, the addition of a Financial Institution *with* Drive-Through Service requires a PUD amendment application pursuant to the same procedures under which the original plans were approved.

NEIGHBORHOOD MEETING SUMMARY:

Pursuant to the Denver Seminary PUD amendment procedure, the applicant conducted a neighborhood meeting on January 12, 2012, prior to submitting the application for Amendment 3 on January 24, 2012. Notice of the pre-application meeting was mailed to property owners and occupant of property within 1000 feet of the site. The notification area included properties within Englewood, as well as Cherry Hills Village, Denver, and unincorporated Arapahoe County. Neighborhood meeting notes are attached to this report (See Exhibit B).

CITY DEPARTMENT AND DIVISION REVIEW:

The Amendment 3 PUD District Plan and Site Plan were reviewed by the City's Development Review Team (DRT) on February 7, 2012. Identified issues were addressed by the applicant and the final Denver Seminary PUD Amendment 3 packet was submitted on February 15, 2012.

OUTSIDE AGENCY COMMENTS:

Preliminary plans of the proposed Denver Seminary PUD Amendment 3 were referred to Arapahoe County, the City and County of Denver, Cherry Hills Village, Tri-County Health and the Colorado Department of Transportation (CDOT) for review and comment. CDOT comments and the applicant's responses are attached as Exhibits D-F. Comments from Tri-County Health and the applicant's response are attached as Exhibit G-H. Arapahoe County comments are attached as Exhibit I. If any other formal comments are received before the public hearing, Staff will present them during the hearing. Cherry Hills Village and the City of Denver did not provide comments.

ANALYSIS:
Unless modified through this Amendment 3 application, all conditions and requirements of the PUD as amended remain in effect.

Permitted Uses:
The following addition to the Table of Allowed Uses is proposed:

- *Financial Institution with Drive-Through Service*. Please note that currently, the category "Financial Institution without Drive-Through Service" is permitted. Adding "Financial Institution with Drive-Through Service" as an allowed use does not add "drive through" to all the other uses in the table. In other words, this particular PUD Amendment is for a specific drive-through use and "drive-through" is not transferrable to other uses. Any other uses for which a drive-through is contemplated must go through the formal PUD Amendment process (unless it's another bank).

Phasing: The retail development including the proposed bank with drive-through service is anticipated to be done in phases with a completion of the project by the end of 2012.

Envelope Plan:
Amendment 3 does not propose any changes to the Envelope Plan; however, the applicant's proposed site plan and elevations (PUD sheets 5-8) provide a more detailed proposal for Envelope 3 than the previous PUD amendment. If Amendment 3 is approved, the applicant will be required to construct the project per the proposed site plan and elevations.

Setbacks: A setback is the minimum distance a structure must be located from an adjacent property line. Amendment 3 does not propose any changes to the setbacks and the location of the proposed structures comply with the existing PUD.

Building Height: All building heights in the PUD are based on United States Geological Survey (USGS) elevations. The most restrictive building height limit in the existing PUD's Envelope 3 is 5,432 feet (USGS). The proposed bank building height is 5,426.20 feet at its highest point, which complies with the existing PUD.

Parking: Amendment 3 does not propose any changes to the existing PUD parking requirements. The parking ratio for retail use is 4 spaces per 1,000 square feet; therefore 18 spaces are required for the proposed bank. 27 parking spaces are provided which meets the existing PUD requirement. The bicycle parking ratio remains unchanged, and the proposed bank meets the requirement with 2 bicycle spaces.

Traffic: Amendment 3 proposes no changes to the site's access/entry points. The project will meet all State, City and County development requirements. The applicant's traffic engineer, Fox Tuttle Transportation Group, provided a letter with the application (Exhibit C) regarding the increase in the proposed bank's building square footage from 3,800 square feet to 4,344 square feet. The approved traffic study anticipated a 3,800 square foot bank. The increase in square footage and any associated traffic impacts are addressed in the Fox

Tuttle letter (Exhibit C), associated referral response from CDOT (Exhibit D), and subsequent correspondence (Exhibits E & F). CDOT and the City Traffic Engineer reviewed the correspondence in Exhibits C through F, and concurred that the proposed increase in square footage has a minor net effect on site traffic impacts.

Drainage: Drainage and grading concepts remain as approved in the existing PUD.

Landscaping: No landscaping amendments are proposed. The proposed landscape plan complies with the requirements of the existing PUD.

Fencing and Signage: No fencing or signage amendments are proposed. The proposed signage for the bank complies with the requirements of the existing PUD.

SUMMARY:

Community Development considers the proposed PUD Amendment 3 to be a relatively minor request. Amendment 3 proposes no changes to the PUD's building envelopes, setbacks, building height, parking, drainage, landscaping, and signage requirements. The inclusion of a detailed site plan, landscape plan, and building elevations provides the City and community with greater certainty as to what will be developed. The proposed bank building elevations are compatible with the grocery market and retail building elevations that have been approved. If Amendment 3 is approved, the applicant will be required to construct the project per the proposed site plan and elevations.

The focus of Amendment 3 is to add Financial Institution with Drive-Through Service to the Table of Allowed Uses. The existing PUD allows Financial Institution without Drive-Through Service as a permitted use. The proposed amendment would simply allow drive-through lanes for a financial institution. In terms of hours of operation, noise, odors, and business characteristics, the proposed bank has potentially less impacts than other uses that are permitted by the existing PUD. Additionally, any impacts associated with the drive-through lanes are mitigated by the positioning of the drive-through canopy and the proposed landscaping.

PLANNED UNIT DEVELOPMENT CONSIDERATIONS:

Amendments to the Denver Seminary Planned Unit Development are addressed under the same procedure as the original PUD application. Therefore the Commission must determine if the modifications proposed in Amendment 3 meet District Plan and Site Plan criteria as established in the PUD Ordinance. Consideration at this time is made only to the modifications addressed in Amendment 3.

PUD District Plan

The District Plan sets forth the zoning regulations under which the proposed amendments will occur.

1. *The PUD District Plan is, or is not, in conformance with the District Plan requirements and the Comprehensive Plan.*

Amendment 3 is in conformance with District Plan requirements and does not alter the Comprehensive Plan objectives for housing, cultural arts and business and employment identified in the original PUD.

2. *All required documents, drawings, referrals, recommendations, and approvals have been received.*

   All appropriate documents concerning Amendment 3 have been received. All future documents and drawings associated with a building permit application shall be reviewed for compliance by the Development Review Team.

3. *The PUD District Plan is consistent with adopted and generally accepted standards of development in the City of Englewood.*

   The Amendment 3 District Plan remains consistent with accepted development standards established by the City of Englewood.

4. *The PUD District Plan is substantially consistent with the goals, objectives, design guidelines, policies and any other ordinance, law or requirement of the City.*

   Amendment 3 conforms to all other ordinances, laws and requirements of the City.

5. *When the PUD District Plan is within the Englewood Downtown Development Authority (EDDA) area, the Plan is consistent with the EDDA approved designs, policies and plans.*

   Not applicable.

<u>PUD Site Plan</u>

The Site Plan sets forth the site planning and design parameters under which the proposed amendments will occur.

1. *The PUD Site Plan is, or is not, in conformance with the District Plan requirements.*

   The building envelopes, setbacks, building height, parking, drainage, landscaping, and signage proposed in Amendment 3 are in conformance with the District Plan requirements.

2. *All required documents, drawings, referrals, recommendations, and approvals have been received.*

   All required site plan materials have been received. All future documents and drawings associated with a building permit application shall be reviewed for compliance by the Development Review Team.

3. *The PUD Site Plan is consistent with adopted and generally accepted standards of development of the City of Englewood.*

Amendment 3 is consistent with development standards set forth in the District Plan.

4. *The PUD Site Plan is substantially consistent with the goals, objectives and policies and/or any other ordinance, law or requirement of the City.*

   The proposed PUD Site Plan presented in Amendment 3 is in substantial conformance with all other ordinances, laws and requirements of the City.

ATTACHMENTS:

Exhibit A: Denver Seminary PUD Amendment 3
Exhibit B: Neighborhood Meeting Summary – January 12, 2012
Exhibit C: Fox Tuttle Transportation Group - Letter dated January 19, 2012
Exhibit D: CDOT Region 6 – Email dated February 1, 2012
Exhibit E: Fox Tuttle Transportation Group - Letter dated February 16, 2012
Exhibit F: Regency Centers – Email dated February 17, 2012
Exhibit G: Tri-County Health Department – Letter dated February 9, 2012
Exhibit H: Regency Centers – Letter dated February 29, 2012
Exhibit I: Arapahoe County (Engineering) comments dated February 10, 2012

Denver Seminary PUD Amendment
Neighborhood Meeting
Denver First Church – Fellowship Hall, 3800 East Hampden Avenue
January 12, 2012

Attendees: Approximately 39 (see attached sign-in sheets)

Applicant Presentation

1. Frank Cannon of Kent Place Regency, LLC, went over the agenda for the evening and introduced the development team.

2. Eric Chekal of Kent Place Regency, LLC provided an update on the status of the project:
   - Forum (owner of the multi-family residential portion of the PUD) was not able to attend tonight. Forum is not an applicant in this PUD Amendment: however, Forum is working on the architecture of their buildings and anticipates presenting elevations to the City and steering committee in the next 60 days.
   - The existing Seminary building will likely be demolished beginning in February.
   - Traffic signal will be tested in January, not sure when they will activate.
   - Waterline and other infrastructure is complete Site work is currently on hold for weather, site is fenced.
   - Described "fresh fare" grocery concept. Will be 40,000 sf, typical grocery store is 80,000 sf.
   - Grocery store elevations have been approved by the City. Elevations for Retail A & B buildings have been submitted for review.
   - A Building Permit application has been submitted for the grocery store and is under review. Anticipate that grocery store construction will begin in late February.
   - Anticipates that construction of Retail A & B will begin in April.

3. Al Colussi of Klipp Architects discussed the plans for the commercial portion of the site.
   - As the master planned his goal was to bring some unity to the site.
   - The grocery store was situated to hide its service functions behind a wall and solid roll-up door.
   - Parking ratios were kept to a minimum and the parking lot is much lower than the street. Wide sidewalks will be provided.
   - The residential building wraps the commercial building. The residential parking is below the residential building.
   - Mr. Colussi showed 3D images of the commercial buildings wrapped by the residential.
   - Retail Building A will have 3-4 tenants with possible outdoor seating. The elevated patio for Retail A is a good gathering place.

4. Frank Cannon of Kent Place Regency, LLC provided information on the proposed PUD Amendment for a bank with a drive-through operation.
   - The bank is proposed with one drive-up teller lane and one drive-up 24hr ATM lane.

- Of the bank's teller transactions approximately 80% of the transactions occur inside the bank and 20% occur at the drive-up teller.
- Of the bank's ATM transactions approximately 45% of the transactions occur at the ATM inside the bank and 55% occur at the drive-up ATM.
- Mr. Cannon reviewed the PUD Amendment process and anticipated schedule.

5. Public Comment

The public asked questions and provided comments. The comments from the public varied between questions about the overall Kent Place project as well as the drive-through bank. The applicant responded to the questions and comments *(in italics)*. Key issues were: (not in any order)

Traffic

- How will the bank drive-through affect traffic patterns? *Mr. Cannon went over the traffic patterns.*
- Will car lights from the drive-through shine into the neighborhood? *When cars are at the drive-through canopy they will be facing west with lights pointed towards the proposed residential portion of the project. As cars approach the drive-through their lights will be shielded by a landscaped berm to the east and landscape plantings to the north.*
- Does the traffic study take into account a drive-through bank? *Yes, the original approved traffic study took a 3,800 square foot drive-through bank into account. An addendum is being prepared to account for the increase in square footage of the proposed 4,344 square foot drive-through bank.*

Bank

- If you eliminate the drive-though, is a stand-alone bank viable? *No, Chase Bank will not locate there without a drive-through. The other banks we pursued had the same need for a drive-through.*
- How often will armored cars come to the bank? *We can't answer that question for security purposes.*
- How many customers will the bank have per day? *The applicant did not have an estimate on-hand for this size of bank at this exact location.*
- Does the drive-through have an attendant in the main bank or at the canopy? *The teller servicing the drive-through will be located in the main bank rather than the canopy.*
- The neighbor who lives directly north of the proposed drive-through bank spoke in support of the drive-through bank as he believes it will have fewer impacts than other uses that would be allowed by the existing PUD.

Overall Kent Place Development

- Concern for the aesthetics of the street light associated with the traffic signal. *The street light associated with the traffic signal is a standard for this type of application. We are currently looking into alternatives for shielding and lower wattage fixtures.*
- Will the grocery store have a bank inside of it? *Currently, the fixture plan for the grocery store building permit does not have a bank shown.*

- Will the grocery store be open 24 hours per day? *That has not been determined yet.*
- Do you have elevations of the west side of the residential development yet? *The developer of the residential portion of the project is currently working on various building elevation alternatives.*
- How many trucks will come on to the site per day? *Approximately three semi-trucks and additional smaller delivery vehicles.*
- Do you have signed leases yet on retail buildings A & B? *Not at this time, but there is a lot of interest and we are speaking with high quality tenants that we think will be the best fit.*
- Will the sidewalk on the east side of University Blvd. continue to Hampden Ave.? *The sidewalk on the east side of University Blvd. will extend from East Floyd Ave. southward to the bus stop and cross walk directly east of the Kent Place entrance from University.*

6. City staff outlined the PUD process and next steps. City staff contact information was provided

EXHIBIT C

FOX TUTTLE
TRANSPORTATION GROUP

MEMORANDUM

To: Eric Chekal, Regency Centers

From: Steve Tuttle, P.E., PTOE

Date: January 19, 2012

Project: Kent Place

Subject: Bank Use Trip Generation Addendum

Per our discussions, we understand that the bank use proposed in the Kent Place development is planned to be a 4,344 square foot (SF) drive-in bank facility. This represents a larger use than previously analyzed in the Kent Place Traffic Impact Study, prepared by Fox Higgins, dated June 29, 2011. The purpose of this memorandum is to document the proposed change within the context of the traffic study assumptions and with respect to the site trip generation.

The Kent Place Traffic Impact Study assumed a 3,800 SF drive-in bank. Per ITE trip generation rates for this use and internal trip factors, it was estimated that the bank use would generate 479 daily automobile trips on a typical weekday, with 40 trips occurring in the AM peak hour (22 in, 18 out) and 83 trips occurring in the PM peak hour (42 in, 41 out). Note that the original traffic study had assumed a drive-in bank facility vs. a walk-in only bank.

With the change to 4,344 SF and using the same ITE trip rates and methodology, the bank use is estimated to generate 547 daily, 46 AM (26 in, 20 out), and 95 PM (48 in, 47 out) automobile trips. The net result is 6 additional AM peak hour trips (+4 in, +2 out) and 12 additional PM peak hour automobile trips (+6 in, +6 out). This results in less than one vehicle per cycle at the adjacent signalized intersections. The impact of these additional trips is negligible in terms of operational impacts.

I hope that the contents of this memorandum are helpful to you. If you have any questions, please feel free to give me a call.

SGT/

Attachments:
Trip Generation Table 2 - Original and Revised

P.O. BOX 19768, BOULDER, COLORADO 80308-2768
PHONE: 303-652-3571 | FAX: 303-652-6574 | WWW.FOXTUTTLE.COM

FOX TUTTLE
TRANSPORTATION GROUP

Table 2. Trip Generation Estimate - Original Bank Use (3,800 SF)

Land Use	Size	Unit	Internal Trip Factor*	Average Daily Trips				A.M. Peak Hour Trips				P.M. Peak Hour Trips			
				Rate	Total	In	Out	Rate	Total	In	Out	Rate	Total	In	Out
ITE 850 - Supermarket	40.018	1,000 SF	0.85	102.24	3478	1739	1739	3.59	122	74	48	10.50	357	182	175
ITE 814 - Specialty Retail Center	11.36	1,000 SF	0.85	44.32	428	214	214	1.00	10	6	4	2.71	26	11	15
ITE 932 - High-Turnover (Sit-Down) Restaurant	2.4	1,000 SF	0.85	127.15	259	130	129	11.52	24	12	12	11.15	23	14	9
ITE 912 - Drive-In Bank	3.8	1,000 SF	0.85	148.15	479	240	239	12.35	40	22	18	25.82	83	42	41
ITE 220 - Apartment	300	D.U.	0.85	6.65	1696	848	848	0.51	130	26	104	0.62	158	103	55
Totals:					**6340**	**3170**	**3170**		**326**	**140**	**186**		**647**	**352**	**295**

Table 2. Trip Generation Estimate - Modified Bank Use (4,344 SF)

Land Use	Size	Unit	Internal Trip Factor*	Average Daily Trips				A.M. Peak Hour Trips				P.M. Peak Hour Trips			
				Rate	Total	In	Out	Rate	Total	In	Out	Rate	Total	In	Out
ITE 850 - Supermarket	40.018	1,000 SF	0.85	102.24	3478	1739	1739	3.59	122	74	48	10.50	357	182	175
ITE 814 - Specialty Retail Center	11.36	1,000 SF	0.85	44.32	428	214	214	1.00	10	6	4	2.71	26	11	15
ITE 932 - High-Turnover (Sit-Down) Restaurant	2.4	1,000 SF	0.85	127.15	259	130	129	11.52	24	12	12	11.15	23	14	9
ITE 912 - Drive-In Bank	4.344	1,000 SF	0.85	148.15	547	274	273	12.35	46	26	20	25.82	95	48	47
ITE 220 - Apartment	300	D.U.	0.85	6.65	1696	848	848	0.51	130	26	104	0.62	158	103	55
Totals:					**6408**	**3204**	**3204**		**332**	**144**	**188**		**659**	**358**	**301**

* Applies a 15% reduction in retail trips to account for multi-use trips (trips where a retail patron visits more than one retail use in one trip); applies a 15% non-auto use for residential trips to account for residents of the apartments on site who walk to retail uses, drive to retail uses, and/or stop at one or more site uses on their way into or out of the site (and do not create a unique, external vehicle trip)

EXHIBIT D

Brook Bell

From: Allen, Kirk
Sent: Wednesday, February 01, 2012 3:39 PM
To: Brook Bell
Cc: Ladd Vostry; Sheehan, Bradley
Subject: CDOT Ref # 006712 for SH 285, Englewood Case # ZON2012-001

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION
Region 6 Traffic
Access/Utilities Permits
Roadside Advertising
2000 South Holly Street
Denver, Colorado 80222
303-757-9531 FAX 303-757-9886

1 February 2012

Brook Bell
City of Englewood, Comm. Dev.
1000 Englewood Parkway
Englewood, CO 80110

RE: KENT PLACE ACCESS PERMIT REVISION

Dear Brook Bell,

The Colorado Department of Transportation does not object to the increase in size of the drive in bank (ITE 912) from 3800 sq. ft. to 4344 sq. ft. It should be noted, however, that the increase in the drive in bank trip generation shall be absorbed by the currently permitted adt. This may be accomplished by either reducing the traffic generation by one of the other permitted uses or adjusting the internal capture based on observation.

Please contact me with any questions or concerns and thank you for including CDOT in your planning process.

Sincerely,

Kirk Allen
Colorado Department of Transportation
Region 6 Access Manager

EXHIBIT E

FOX TUTTLE
TRANSPORTATION GROUP

MEMORANDUM

To: Kirk Allen
Colorado Department of Transportation Region 6 Access

From: Steve Tuttle, P.E., PTOE

Date: February 16, 2011

Project: Kent Place

Subject: Access Permit Revision

We have reviewed the February 1, 2012 letter that you provided to the City of Englewood in response to the proposed increase in the drive-through bank site (3,800 to 4,333 sq. ft) within the Kent Place development. Within the context of your letter and to follow up on the Bank Use Trip Generation Addendum letter provided by Fox Tuttle (dated January 19, 2012), we would like to clarify the volume of anticipated additional site trips that will be incurred at the Hampden Ave. (US 285) access and subject to the provisions of the CDOT Access Permit.

The existing Access Permit specifies a PM-peak volume of 195 vehicles per hour. Using the same trip generation and distribution assumptions discussed in detail in the traffic impact study and addendum letter, it is estimated that the increased bank size will result in one additional inbound trip and one additional outbound trip at the Hampden Blvd. access in the PM peak hour. Thus, the anticipated increase represents 1% of the total permitted access volume. Given that we feel that the original traffic study internal capture assumptions were conservatively low, we feel that these additional trips can be absorbed within the currently permitted access volume without restudy and/or adjustment (reapplication) of the Access Permit.

If additional changes to the land use plan are proposed that would increase the site trip generation estimates and potentially affect the Hampden access driveway totals, it is understood that these changes will need to be addressed similarly at that time. Please let me know if you have any questions or would like to discuss.

SGT/

P.O. BOX 19768, BOULDER, COLORADO 80308-2768
PHONE: 303-652-3571 | FAX: 303-652-6574 | WWW.FOXTUTTLE.COM

EXHIBIT F

Brook Bell

From: Chekal, Eric |
Sent: Friday, February 17, 2012 12:55 PM
To: Brook Bell; Ladd Vostry
Cc: Steve Tuttle
Subject: FW: Kent Place Access Permit
Attachments: 10025_access permit-bank use.pdf

Brook

The attached memo and the email below from CDOT should close the loop. Please let me know if you have any questions or need anything else.
Eric

From: Allen, Kirk
Sent: Friday, February 17, 2012 8:33 AM
To: Steve Tuttle
Cc: Chekal, Eric
Subject: RE: Kent Place Access Permit

Steve,

Thank you for the clarification and the commitment to address potential trip generation changes as they arise. I do concur with your analysis.

Thanks,

Kirk Allen

R-6 Access Permit Manager

Colorado DOT

2000 S. Holly Street

Denver, CO 80222

(303) 757-9531

From: Steve Tuttle
Sent: Friday, February 17, 2012 8:11 AM
To: Allen, Kirk
Cc: 'Chekal, Eric'
Subject: Kent Place Access Permit

Kirk:

Please review the attached memo and let me know if you concur and/or if anything else is needed at this point.

This information should be helpful for the developer and City as the project moves forward and the remaining pads/units are built out.

Thanks,

Steve

Steve Tuttle, P.E., PTOE

Fox Tuttle Transportation Group, LLC

P.O. Box 19768

Boulder, CO 80308-2768

Phone: 303-652-3571

Fax: 303-374-6347

EXHIBIT G

February 9, 2012

Mr. Brook Bell
Planner II
City of Englewood
Community Development Department
Englewood, Colorado 80110

RE: ZON2012-001, Denver Seminary Planned Unit Development - Third Amendment
TCHD Case #2662

Dear Mr. Bell:

Thank you for the opportunity to review and comment on the third amendment to the Denver Seminary Planned Unit Development (PUD).

Tri-County Health Department (TCHD) promotes community planning that makes it easy for people to choose healthy behaviors. An example of a healthy behavior would be regular physical activity, such as walking, which helps prevent heart disease, diabetes, and other serious health conditions. We applaud the architectural character statement of the PUD, which encourages physical activity by future residents and visitors by emphasizing the importance of the pedestrian realm.

While this amendment would allow for a new use that would generate what is estimated to be only a modest increase in automobile trips through the development, the design of the intersection at South University Boulevard could be improved to ensure pedestrian and cyclist safety. We would like to offer the following comments related to ways that the applicant can ensure the creation of a healthy community:

1. Consider re-aligning the angled crosswalks at the intersection of South University Boulevard and E. Girard Place so that they are designed to function the same way as those proposed at the intersection of E. Girard Place and the as-yet unnamed street that runs north/south. Angled ramps send pedestrians into the intersection rather than directing them squarely into the crosswalk. Reducing the radii of the two corners will also encourage drivers to reduce their speed as they enter the development, further ensuring the safety of pedestrian.

2. Consider the inclusion of a small pedestrian refuge area in the median at the east/west crossing of South University Boulevard. A refuge, combined with the proposed crosswalk, will provide a safe waiting space for travelers who are unable to cross the entire width of the street before automobile traffic resumes.

Again, thank you for this opportunity to review and provide comments on the Denver Seminary Planned Unit Development-Third Amendment. If you have any questions, please don't hesitate to contact me.

Sincerely,

Elizabeth Kay Marchetti, AICP
Built Environment Policy Coordinator

CC: Carol Maclennan, Warren Brown, Hope Dalton, Vanessa Richardson, Laura DeGolier

EXHIBIT H

regency centers

February 29, 2012

Mr. Brook Bell, AICP
Planner II
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

RE: Kent Place PUD Amendment – Tri-County Health Department Response

Dear Brook,

Thank you for forwarding the Tri-County Health Department (TCHD) letter to us for a response. While we appreciate their recognition of the architect's intent to "emphasize the importance of the pedestrian realm" and that there will "only be a modest increase in automobile trips through the development" we do wish to respond to the two listed comments.

1. The radius of the curb returns at the intersection of E. Girard Place and University Boulevard were designed based on City of Englewood standards which are based on the road classifications and the type and size of vehicle that may access the site; fire trucks, moving trucks, delivery trucks, etc. The city standards call for this type of 45 degree ramp because the radius size and sidewalk configuration do not allow for two 90 degree ramps at the intersection. In response to reduced vehicle speeds, when vehicles enter the development they will encounter a landscaped drive lane which leads to a pedestrian friendly internal intersection. This drive lane configuration with landscaping, a narrowing drive lane, accent paved cross walks and two buildings close to the road will result in traffic calming.

2. The cross walk on the south side of the E. Girard Place and University Boulevard intersection has been designed to direct pedestrian traffic to the receiving ramp on the east side of the intersection and does not cross a raised median therefore there is not a location for a pedestrian refuge.

In addition the improvements that TCHD speaks of revising are not part of the PUD Amendment request and are located off of the proposed bank site. These improvements (handicap ramps, curb returns, street medians) have actually already been permitted and constructed in the field.

Please let me know if there are any additional requests associated with this submittal or if you have any questions.

Sincerely,
Regency Centers

Eric A. Chekal
Senior Project Manager

Dave Schmit, P.E. | Director

EXHIBIT I

ARAPAHOE COUNTY
PROTECT. CONNECT. ENJOY.

February 10, 2012

Brook Bell, Planner II
City of Englewood
Community Development
1000 Englewood Parkway
Englewood, CO 80110

RE: Planned Unit Development (PUD) Amendment (Kent Place Development)
City of Englewood Case No.: ZON2012-001
Arapahoe County outside referral #O12-007

Dear Mr. Bell,

The Arapahoe County Public Works and Development – Engineering Services Division (Staff) values the continued coordination between our jurisdictions regarding the Kent Place Development. The purpose of this letter is to inform you that Staff has no comments on the subject referral at this time. However, Staff would appreciate that this coordination continues with any future revisions that could impact operations to our shared infrastructure.

Please also note that the Arapahoe County Planning Division may follow with their comments under a separate document.

Thank you again for including Arapahoe County in your process and for the opportunity to respond. If you have any questions, please feel free to contact our department.

Sincerely

Irene Valenzuela, PE
Engineer III

Cc: Charles V. Haskins, Engineering Services Division, Division Manager
Larry Nimmo, Field Operations Administrator, City of Englewood
Outside Referral Engineering File
IV RDR

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION
REGULAR MEETING
March 20, 2012

Minutes and audio are available at:
http://www.englewoodgov.org/Index.aspx?page=152

I. CALL TO ORDER

The regular meeting of the City Planning and Zoning Commission was called to order at 7:06 p.m. in the City Council Chambers of the Englewood Civic Center, Chair Knoth presiding.

Present: Bleile, Roth, King, Welker, Knoth, Fish, Brick, Kinton, Harbaugh
Townley (alternate)

Absent: None

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

II. APPROVAL OF MINUTES

March 6, 2012

Roth moved:
Bleile seconded: TO APPROVE THE MARCH 6, 2012 MINUTES

Chair Knoth asked if there were any modifications or corrections.

There were none.

AYES: Bleile, Roth, Welker, Knoth, Fish, King, Brick, Kinton
NAYS: None
ABSTAIN: Harbaugh
ABSENT: None

Motion carried.

Fish moved:
Bleile seconded: TO APPROVE THE FINDINGS OF FACT FOR CASES #2012-01, #2012-02 and #ZON2012-004

Chair Knoth asked if there were any modifications or corrections.

There were none.

AYES: Bleile, Roth, Welker, Knoth, Fish, King, Brick, Kinton
NAYS: None
ABSTAIN: Harbaugh
ABSENT: None

Motion carried.

III. PUBLIC HEARING

CASE #ZON2012-001, DENVER SEMINARY PLANNED UNIT DEVELOPMENT AMENDMENT NO. 3

Bleile moved:
Roth seconded: TO OPEN CASE #ZON2012-001

AYES: Bleile, Roth, Welker, Knoth, Fish, King, Brick, Kinton, Harbaugh
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

Mr. Bell was sworn in and presented the case. He stated Amendment No. 3 would add Financial Institution with a Drive-Through Service to the Table of Allowed Uses.

APPLICANT TESTIMONY

Mr. Frank Cannon of Continuum Partners was sworn in and gave a PowerPoint slide show.

Mr. Erik Chekal of Regency Centers was sworn in and answered the Commission's questions.

DISCUSSION POINTS:

- How many lanes are being requested
- Is this a new bank branch or a relocation
- New traffic signal and reconfigured intersection at University and Hampden
- Stacking of vehicles on-site
- Traffic flow

- On-site parking
- On-site grade differences
- Screening of headlights
- Detention area
- Number of exits onto University Boulevard
- Interaction between pedestrians and vehicles
- Other potential permitted uses for the site

PUBLIC TESTIMONY

Testimony was received from:

John Binder. He suggested the Commission consider limiting the PUD to one drive-up and one ATM lane.

Martha Kirkpatrick. She stated she has been involved with the Kent Place redevelopment for the past two years and felt a bank was the most logical solution, the best use of space and the least impactful on the neighborhood. She stated she had received sufficient information and communication regarding the proposed change. The Developer has made a very thoughtful and win win situation for both the development, the neighbors and the community.

Michael Sares. He said for all the reasons Martha stated he is also in favor in this change to the PUD. He felt other uses, such as a restaurant, would be a much worse option. He said he feels the Kent Place redevelopers have done their best not only to accede to the community regarding the lighting but also even in terms of the landscaping. He said he has been very pleased and is in favor of the change.

Bleile moved:
King seconded: TO CLOSE CASE #ZON2012-001

AYES: Bleile, Roth, Welker, Knoth, Fish, King, Brick, Kinton, Harbaugh
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

Welker moved:
Bleile seconded:

CASE #ZON2012-001, DENVER SEMINARY PLANNED UNIT DEVELOPMENT AMENDMENT NO. 3 BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION FOR ADOPTION WITH THE FOLLOWING AMENDMENTS:

- *All approved conditions and requirements established under the Denver Seminary PUD, Denver Seminary PUD – Amendment No. 1, and Denver Seminary PUD – Amendment No. 2 shall apply unless amended by Amendment No. 3.*
- *That a Financial Institution with Drive-Through Service use shall be limited to Lot 3 per the Site Plan.*
- *That the Financial Institution with Drive-Through Service shall be limited to two drive-through lanes.*

Mr. Fish said Amendment No. 3 is in compliance with the PUD District Plan and the PUD Site Plan; it is a good option.

Mr. Welker said he likes the evolution of the project and a bank is a better use than other possibilities. He said he feels there will be minimal impact to the neighborhood.

Mr. Kinton stated he feels the bank is the best use possible for the site.

Mr. Harbaugh stated he feels a bank is a good use for the property.

Mr. Bleile said it is a good plan and the developer has done a phenomenal job of working with the community. He stated he appreciated the public speaking out on the project.

Mr. King appreciated the positive, and no negative, comments from the public.

AYES:	Bleile, Roth, Welker, Knoth, Fish, King, Brick, Kinton, Harbaugh
NAYS:	None
ABSTAIN:	None
ABSENT:	None

Motion carried.

IV. PUBLIC FORUM

There was no public comment.

V. ATTORNEY'S CHOICE

Ms. Reid had nothing further to report.

VI. STAFF'S CHOICE

Director White stated the April 3rd and 17th meeting discussion will be Sign Code Amendments. He provided an anticipated timeline to finalize the Sign Code Amendments.

VII. COMMISSIONER'S CHOICE

Mr. Harbaugh announced he will be resigning from the Commission effective immediately. He thanked the members and said his time on the Commission has been enjoyable.

Mr. Fish said he was sorry to see Mr. Harbaugh go.

Mr. Bleile stated several pipe bombs exploded in his area of town and asked Staff to follow-up and report back at the next meeting.

Mr. Roth said he found the letter from Tri-County Health interesting.

Mr. Brick said if money could be secured he would like to see the pedestrian refuge area recommended in Tri-County's letter built.

The meeting adjourned at 8:30 p.m.

_____

Barbara Krecklow, Recording Secretary

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #ZON2012-001	)	
FINDINGS OF FACT, CONCLUSIONS	)	
AND RECOMMENDATIONS FOR	)	**FINDINGS OF FACT AND**
AMENDMENT NO. 3 TO THE DENVER	)	**CONCLUSIONS OF THE**
SEMINARY PLANNED UNIT DEVELOPMENT	)	**CITY PLANNING AND**
	)	**ZONING COMMISSION**
	)	
	)	
INITIATED BY:	)	
Kent Place Regency, LLC.	)	
8480 E Orchard Road, Suite 6900	)	
Greenwood Village, Colorado 80111	)	

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

Commission Members Absent: None

This matter was heard before the City Planning and Zoning Commission on March 20, 2012, in the City Council Chambers of the Englewood Civic Center.

Testimony was received from Staff, the applicant and the public. The Commission received notice of Public Hearing, Certification of Posting, Staff Report and supplemental information from Staff, which were incorporated into and made a part of the record of the Public Hearing.

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

FINDINGS OF FACT

1. **THAT** the Englewood Estates Planned Unit Development was approved as Ordinance No. 52, Series of 2004; with Amendment No. 1 approved on February 23, 2007, by Ordinance 9, Series of 2007; and Amendment No. 2 approved on June 20, 2008, by Ordinance 26, Series of 2008.

2. **THAT** the request for Amendment No. 3 to the Denver Seminary Planned Unit Development was filed by Kent Place Regency, LLC on January 24, 2012.

3. **THAT** Public Notice of the Public Hearing was given by publication in the Englewood Herald on March 2, 2012 and was on the City's website from February 27, 2012 through March 20, 2012.

4. **THAT** the property was posted as required, said posting setting forth the date, time, and place of the Public Hearing.

5. **THAT** pursuant to the Denver Seminary PUD amendment procedure, the applicant conducted a neighborhood meeting on January 12, 2012.

6. **THAT** notice of the neighborhood meeting was mailed to property owners and occupants of property within 1000 feet of the site.

7. **THAT** the Amendment No. 3 PUD District Plan and Site Plan was reviewed by the City's Development Review Team (DRT) on February 7, 2012. Identified issues were addressed by the applicant and the final Denver Seminary PUD Amendment No. 3 packet was submitted on February 15, 2012.

8. **THAT** Planner Bell testified the request is for Amendment No. 3 to the Denver Seminary Planned Unit Development. Mr. Bell testified to the criteria the Commission must consider when reviewing an amendment to a PUD application. Mr. Bell further testified that Staff recommends approval of the amendment.

9. **THAT** Amendment No. 3 will add Financial Institution with Drive-Through Service to the Table of Allowed Uses for the Denver Seminary Planned Unit Development.

CONCLUSIONS

1. **THAT** the application was filed by Kent Place Regency, LLC. seeking approval for Denver Seminary Planned Unit Development Amendment No. 3.

2. **THAT** proper notification of the date, time, and place of the Public Hearing was given by publication in the official City newspaper, posting on the City's website and by posting of the property for the required length of time.

3. **THAT** all testimony received from staff members, the applicant and the public has been made part of the record of the Public Hearing.

4. **THAT** the request meets the criteria for an amendment.

5. **THAT** the Denver Seminary Planned Unit Development Amendment No. 3 is in conformance with Roadmap Englewood: 2003 Englewood Comprehensive Plan.

6. **THAT** Amendment No. 3 is in compliance with the PUD District Plan and the PUD Site Plan.

7. **THAT** Amendment No. 3 will have minimal impact on the surrounding neighborhoods and is the best use of space for the site.

8. **THAT** a Financial Institution with Drive-Through Service use shall be limited to Lot 3 per the Site Plan.

9. **THAT** the Financial Institution with Drive-Through Service shall be limited to two drive-through lanes.

DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that the application filed by Kent Place Regency, LLC. for Denver Seminary Planned Unit Development Amendment No. 3 be recommended to City Council for approval.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on March 20, 2012, by Mr. Welker, seconded by Mr. Bleile, which motion states:

> *CASE #ZON2012-001, DENVER SEMINARY PLANNED UNIT DEVELOPMENT AMENDMENT NO. 3 BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION FOR ADOPTION WITH THE FOLLOWING CONDITIONS:*
>
> - *All approved conditions and requirements established under the Denver Seminary PUD, Denver Seminary PUD – Amendment No. 1, and Denver Seminary PUD – Amendment No. 2 shall apply unless amended by Amendment No. 3.*
> - *That a Financial Institution with Drive-Through Service use shall be limited to Lot 3 per the Site Plan.*
> - *That the Financial Institution with Drive-Through Service shall be limited to two drive-through lanes.*

AYES: King, Knoth, Roth, Bleile, Fish, Welker, Harbaugh, Kinton, Brick
NAYS: None
ABSTAIN: None
ABSENT: None

The motion carried.

These Findings and Conclusions are effective as of the meeting on March 20, 2012.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION

_____

Chad Knoth, Chair

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2012

COUNCIL BILL NO. 24
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING THE DENVER SEMINARY PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT NO. 3.

WHEREAS, the Englewood City Council approved the Denver Seminary Planned Unit Development with the passage of Ordinance No. 52, Series of 2004; and

WHEREAS, the Englewood City Council approved the Denver Seminary Planned Unit Development Amendment No. 1 with the passage of Ordinance No. 9, Series of 2007; and

WHEREAS, the Englewood City Council approved the Denver Seminary Planned Unit Development Amendment No. 2 with the passage of Ordinance No. 26, Series of 2008; and

WHEREAS, Kent Place Regency, LLC filed an application for an amendment to the 2004 Planned Unit Development; and

WHEREAS, this Amendment No. 3, proposes no changes to the general character of the development of residential and limited retail uses; and

WHEREAS, the key change to the original PUD as proposed in this Amendment is:

- Addition of Financial Institution with Drive-Through Service to the Table of Allowed Uses.

WHEREAS, pursuant to Denver Seminary PUD District Plan – Development Standards E.1.b., major modifications to the P.U.D. District Plan must be approved pursuant to the same limitations and requirements by which such Plan was originally approved; and

WHEREAS, the Englewood Planning and Zoning Commission held a Public Hearing on March 20, 2012, reviewed the Amendment of the Planned Unit Development and recommended approval of this Denver Seminary Planned Unit Development Amendment No. 3:

- All approved conditions and requirements established under the Denver Seminary PUD, Denver Seminary PUD – Amendment 1, and Denver Seminary PUD – Amendment 2 shall apply unless amended by Amendment 3.

- That a Financial Institution with Drive-Through Service use shall be limited to Lot 3 per the Site Plan.

- That the Financial Institution with Drive-Through Service shall be limited to two drive-through lanes.

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

Section 1. The Englewood City Council has reviewed the Amendment No. 3 to the Denver Seminary Planned Unit Development and finds that the P.U.D. amendment is in conformance with the approved Planned Unit Development requirements.

Section 2. The Englewood City Council finds that all required documents, drawings, referrals, recommendations and approvals have been received.

Section 3. The Englewood City Council finds that the amended P.U.D. District Plan and site plan are consistent with adopted and generally accepted standards of development within the City.

Section 4. The amended P.U.D. site plan is substantially consistent with the goals, objectives and policies and/or any other ordinance, law or requirement of the City.

Section 5. The City Council of the City of Englewood, Colorado hereby approves Amendment No. 3 to the Planned Unit Development for the Denver Seminary, attached hereto as Exhibit A.

Section 6. Pursuant to Article V, Section 40, of the Englewood Home Rule Charter, the City Council has determined that Exhibit A, attached to this Ordinance shall not be published because of its size. A copy of Exhibit A, is available in the Office of the Englewood City Clerk.

Introduced, read in full, and passed on first reading on the 16th day of April, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 20th day of April, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 18th day of April, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Kerry Bush, Deputy City Clerk

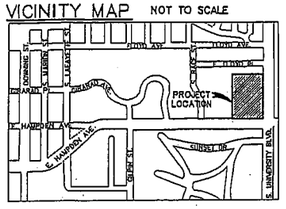
EXHIBIT A

DENVER SEMINARY PLANNED UNIT DEVELOPMENT (DISTRICT PLAN)

AMENDMENT 3

ENGLEWOOD, COLORADO

VICINITY MAP NOT TO SCALE



BACKGROUND

THE SUBJECT PROPERTY IS AN 11.41 ACRE SITE AT THE NORTHWEST CORNER OF THE INTERSECTION OF EAST HAMPDEN AVENUE AND SOUTH UNIVERSITY BOULEVARD. THE SITE HAS BEEN OWNED AND UTILIZED FOR MORE THAN 40 YEARS BY THE DENVER SEMINARY. THE DENVER SEMINARY HAS OUTGROWN THE CAMPUS AND HAS RELOCATED TO A NEW SITE. THE SITE WAS ZONED R-3 HIGH-DENSITY RESIDENCE DISTRICT AT THE TIME THE ORIGINAL PLANNED UNIT DEVELOPMENT APPLICATION WAS SUBMITTED. THE SITE IS CURRENTLY ZONED DENVER SEMINARY PUD, AMENDMENT 2, APPROVED ON JULY 28, 2008.

ARCHITECTURAL CHARACTER

IT IS THE INTENT OF THIS DEVELOPMENT TO ATTRACT SOPHISTICATED, DISCRIMINATING HOMEOWNERS TO AN URBAN YET INTIMATELY SCALED MIXED-USE VILLAGE OF VARIOUS SIZED BUILDINGS CREATING A PEDESTRIAN ORIENTED EUROPEAN ATMOSPHERE. BY STRATEGICALLY PLANNING A MIXTURE OF VARIOUS SIZED RETAIL AND RESIDENTIAL BUILDINGS IN THE CENTER OF THE ELEVEN ACRE SITE TO GAIN DRAMATIC VIEWS TO THE SURROUNDING MOUNTAINS AND NEARBY DOWNTOWN, THEN SURROUNDING THEM WITH A NARROW GATED PRIVATE ACCESS ROAD, AND USING THE PERIMETER OF THE SITE TO POSITION LOWER SCALED RETAIL AND TOWNHOUSES, A VARIETY OF INTIMATELY SCALED PEDESTRIAN ENVIRONMENTS WILL BE CREATED. PLACED PROMINENTLY AT THE CORNER OF UNIVERSITY BOULEVARD AND HAMPDEN AVENUE, AN APPROPRIATELY SCALED GROUP OF 1 AND 2 STORY RETAIL BUILDINGS SERVED BY HEAD-IN PARKING, WILL SHIELD THE BUSY INTERSECTION AND DEFINE A QUIET, PEDESTRIAN ORIENTED STREET REMINISCENT OF A EUROPEAN VILLAGE. A VARIETY OF SMALL RETAIL SHOPS, SERVICES AND DINING ESTABLISHMENTS (SEE ALLOWED USE TABLE BELOW) TARGETED PRIMARILY TO THE RESIDENTS OF THE PROJECT WILL JOIN A SMALL BANK ~~(NON-DRIVE-THROUGH)~~ AND FINANCIAL OFFICES TO MAKE UP THE VILLAGE "STREET".

CRITICALLY IMPORTANT TO DEFINE THE ATMOSPHERE OF THE DEVELOPMENT, ONLY APPROPRIATE HIGH QUALITY MATERIALS WILL BE USED IN ALL THE BUILDINGS. THE PRIMARILY STUCCO BUILDINGS WILL BE BLENDED WITH MASONRY ACCENTS, ATTRACTIVE LIGHT FIXTURES, THOUGHTFULLY SHIELDED TO MINIMIZE ILLUMINATION IMPACT ON SURROUNDING NEIGHBORHOODS WILL HELP CREATE THE PEDESTRIAN FEEL ALONG GARDENS AND OPEN SPACES ACCESSED BY PAVED WALKWAYS TO BE EXPERIENCED BY THE HOMEOWNERS. THE INDIVIDUAL UNITS WILL BE LARGE AND AIRY AND AS OPEN TO VIEWS AS POSSIBLE WITH EXPANSIVE WINDOWS TO CONTRAST THE STUCCO EXTERIORS. STEEPLY SLOPING ROOFS WITH PROJECTING CORNICES WILL COMPLEMENT THE EUROPEAN FEEL TO THE ARCHITECTURE TAKING CLUES FROM THE UNIVERSITY OF DENVER AND NEARBY RESIDENTIAL COMMUNITIES.

THE SPECIFIC DESIGN, MATERIALS, AND COLORS TO BE INCORPORATED IN THE BUILDINGS WILL NOT BE DETERMINED UNTIL DETAILED ARCHITECTURAL DRAWINGS HAVE BEEN PREPARED. THE PREPARATION OF SUCH DETAILED ARCHITECTURAL DRAWINGS IS AN EXPENSIVE AND TIME-CONSUMING PROCESS THAT IS NOT LIKELY TO BE UNDERTAKEN UNTIL THE PROPOSED PUD AMENDMENTS HAVE BEEN FINALLY APPROVED BY THE CITY. APPLICANT SHALL SUBMIT SPECIFIC DESIGN ELEVATIONS, LIST OF PRIMARY MATERIALS AND A COLOR BOARD FOR THE EXTERIOR OF THE BUILDINGS AT LEAST 30 DAYS PRIOR TO THE ISSUANCE OF THE FIRST BUILDING PERMIT FOR THE PROJECT.

CONSTRUCTION SCHEDULE

THE FIRST PHASE WILL INCLUDE 1 OR MORE RETAIL BUILDINGS, SURFACE PARKING TO SERVE THEM WHILE MAINTAINING ACCESS AND USE OF THE EXISTING AUDITORIUM BUILDING. SUBSEQUENT PHASES WILL DEMOLISH THE REMAINING EXISTING BUILDINGS AND COMPLETE THE RETAIL BUILDINGS AND 1 OR MORE 'ROW' 'TOWN' HOUSE BUILDINGS AS WELL AS THE REMAINING TOWERS AND ADDITIONAL PARKING TO SERVE THEM. IT IS ANTICIPATED THAT PHASE 1 CONSTRUCTION MAY COMMENCE AS EARLY AS MARCH 2008 AND THAT COMPLETION OF ALL PHASES OF THE PROJECT IS EXPECTED TO OCCUR NO LATER THAN DECEMBER 31, 2012.

PUD DEVELOPMENT SUMMARY

THE APPLICANT PROPOSES TO DEVELOP UP TO 300 RESIDENTIAL UNITS AND UP TO 75,000 SQUARE FEET OF RETAIL/OFFICE SPACE. THE RETAIL/OFFICE COMPONENT IS PROPOSED FOR THE SOUTHEAST CORNER OF THE PROPERTY ON BOTH SIDES OF THE STREET WITH ALL PARKING LOCATED EITHER IN A DEDICATED STRUCTURED GARAGE, A DEDICATED PARKING LOT, OR IN DIAGONAL HEAD-IN SURFACE PARKING SPACES. THE RETAIL/OFFICE BUILDINGS WILL SCREEN THE SURFACE PARKING.

METROPOLITAN DISTRICT SUMMARY

IT IS ANTICIPATED THAT ONE OR MORE TITLE 32 METROPOLITAN DISTRICTS MAY BE ORGANIZED FOR PURPOSES OF FACILITATING FINANCING AND CONSTRUCTION OF THE PUBLIC IMPROVEMENTS ON THE PROPERTY (THE "DISTRICT"). UPON ORGANIZATION, THE DISTRICT SHALL ALSO BE RESPONSIBLE FOR CERTAIN OPERATIONS AND MAINTENANCE UPON THE PROPERTY, INCLUDED BUT NOT LIMITED TO PUBLIC IMPROVEMENTS THAT ARE CONSTRUCTED BY THE DISTRICT AND NOT SUBSEQUENTLY DEDICATED TO A PUBLIC OR GOVERNMENTAL ENTITY (THE "PROJECTS"). THE DISTRICT SHALL BE REQUIRED TO OPERATE AND MAINTAIN THE PROJECTS, OR CAUSE THE PROJECTS TO BE OPERATED AND MAINTAINED, AT STANDARDS (I) REQUIRED TO PROVIDE ACCESSIBLE AND SAFE PUBLIC IMPROVEMENTS, (II) REQUIRED TO MEET STANDARDS ESTABLISHED FOR FACILITIES OF THE CITY, AND (III) AT A FIRST-CLASS LEVEL INCLUDING, WITH RESPECT TO THE PUBLIC PARKING FACILITIES, LIGHTING, SECURITY AND RE-PAVING. NOTHING HEREIN OR IN ANY RESOLUTIONS OF THE CITY SHALL BE INTERPRETED TO REQUIRE THE CITY TO UNDERTAKE RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PROJECTS AND ALL AUTHORIZING DOCUMENTATION REGARDING THE DISTRICT SHALL BE CONSISTENT WITH THE REQUIREMENTS FOR OPERATIONS AND MAINTENANCE AS STATED HEREIN.

PUD DISTRICT PLAN-DEVELOPMENT STANDARDS

A. GENERAL REGULATIONS: UNLESS OTHERWISE PROVIDED FOR IN THIS PUD OR AN AMENDMENT THERETO, THE PROVISIONS, STANDARDS, REGULATIONS, AND PROCEDURES PERTINENT TO AN APPLICATION FOR THE DEVELOPMENT OF LAND WITHIN THIS PUD ZONE DISTRICT SHALL COMPLY WITH THE REQUIREMENTS OF THE MU-R-3-B ZONE DISTRICT OF THE CITY OF ENGLEWOOD AND RELATED ZONING REGULATIONS IN PLACE AT THE TIME SUCH APPLICATION IS FILED WITH THE CITY.

B. PERMITTED PRINCIPAL USES: THE TABLE BELOW SHALL CONTROL THE USES WITHIN THE PUD ZONE DISTRICT. A "P" IN THE CELL FOLLOWING THE USE TYPE INDICATES THAT THE USE TYPE IS PERMITTED BY RIGHT IN THE DENVER SEMINARY PUD ZONE DISTRICT. A BLANK CELL INDICATES THAT THE USE TYPE IS PROHIBITED IN THE PUD.

UNLESS OTHERWISE PROVIDED, THE FOLLOWING USE CATEGORIES AND TYPES SHALL HAVE THE SAME MEANINGS AS SUCH CATEGORY AND USE TERMS BY THE SAME NAMES CONTAINED IN TITLE 16 OF THE ENGLEWOOD MUNICIPAL CODE. PERMITTED USES ARE SUBJECT TO ALL OTHER APPLICABLE REGULATIONS OF TITLE 16 – UNIFIED DEVELOPMENT CODE.

DENVER SEMINARY PUD TABLE OF ALLOWED USES

USE CATEGORY	USE TYPE	PUD
RESIDENTIAL USES		
GROUP LIVING	–GROUP LIVING FACILITY, LARGE/SPECIAL	
	–GROUP LIVING FACILITY, SMALL	
	–SMALL TREATMENT CENTER	
HOUSEHOLD LIVING	–LIVE/WORK DWELLING	
	–MANUFACTURED HOME PARK	
	–MULTI-UNIT DWELLING	P
	–ONE-UNIT ATTACHED DWELLING	P
	–ONE-UNIT DETACHED DWELLING	P
	–ONE-UNIT DETACHED DWELLING ON A SMALL LOT	
	–TWO-UNIT DWELLING	P
PUBLIC/INSTITUTIONAL USES		
ANIMAL SHELTER	–NOT-FOR-PROFIT ANIMAL SHELTER	
EMERGENCY TEMP. SHELTER	–HOUSING SHELTER, FOOD SHELTER	
GOVERNMENT AND CITY	–ALL OTHER BUILDINGS AND FACILITIES NOT SPECIFIED UNDER THE PUBLIC/INSTITUTIONAL USES CATEGORY	
LIBRARY	–PUBLIC	
MUSEUM/CULTURAL	–ALL USES	
PARK AND OPEN SPACE	–ATHLETIC FIELD	
	–COMMUNITY GARDEN	P
	–PARK	
PUBLIC ART	–PUBLIC ART/ENTRY FEATURE	P
RELIGIOUS ASSEMBLY	–RELIGIOUS INSTITUTIONS AND ASSOCIATED ACCESSORY USES	
SCHOOL	–EDUCATION INSTITUTION	P
TELECOMMUNICATION FACILITY	–ALTERNATIVE TOWER STRUCTURE	P
	–ANTENNA(MICROWAVE ANTENNA,SECTORIZED PANEL & WHIP ANTENNA)	
	–TOWER STRUCTURE	
TRANSPORTATION FACILITY	–RTD MAINTENANCE FACILITY	
	–TRANSIT CENTER	
UTILITY FACILITY	–MAJOR UTILITY FACILITY	
	–MINOR UTILITY FACILITY (AS A PRINCIPAL USE OF LAND)	
COMMERCIAL USES		
ADULT USE	–ALL TYPES	
AGRICULTURAL USE	–GREENHOUSE/NURSERY, RAISING OF PLANTS, FLOWERS, OR NURSERY STOCK	
ANIMAL SALES AND SERVICE	–ANIMAL SHELTER	
	–KENNEL/DAY CARE	
	–PET STORE (LIVE ANIMAL SALE)	
	–SMALL ANIMAL VETERINARY HOSPITAL OR CLINIC	
ASSEMBLY	–ASSEMBLY HALL OR AUDITORIUM, HALL RENTAL FOR MEETINGS OR SOCIAL OCCASIONS	P
	–MEMBERSHIP ORGANIZATION (EXCLUDING ADULT USE)	
DEPENDENT CARE	–DEPENDENT CARE CENTER (LESS THAN 24-HOUR CARE, ANY AGE)	P
ENTERTAINMENT/ AMUSEMENT :INDOOR	–AMUSEMENT ESTABLISHMENT	
	–PHYSICAL FITNESS CENTER/SPA	P
	–THEATER, PERFORMANCE/CONCERT VENUE, NOT INC. ADULT ENT.	
ENTERTAINMENT/ AMUSEMENT :OUTDOOR	–GENERAL OUTDOOR RECREATION	
FINANCIAL INSTITUTION	–CHECK CASHING FACILITY	
	–FINANCIAL INSTITUTION, WITH DRIVE-THROUGH SERVICE	P
	–FINANCIAL INSTITUTION, WITHOUT DRIVE-THROUGH SERVICE	P
FOOD AND BEVERAGE SERVICE	–CATERER	P
	–MICROBREWERY	
	–RESTAURANT, BAR, TAVERN WITH OR WITHOUT OUTDOOR OPERATIONS	P
	–RESTAURANT, WITH DRIVE-THROUGH SERVICE	
	–TAKE OUT AND DELIVERY ONLY	P
MEDICAL/SCIENTIFIC SERVICE	–CLINIC	P
	–HEALTH TREATMENT FACILITY	P
	–HOSPITAL	
	–LABORATORY (DENTAL, MEDICAL OR OPTICAL)	P
OFFICE	–OFFICE, TYPE 1 (GENERAL)	P
	–OFFICE, TYPE 2 (LIMITED)	P
RETAIL SALES AND SERVICE (PERSONAL SERVICE)	–CREMATORIUM	
	–DRY CLEANER, DROP-OFF SITE ONLY	P
	–INSTRUCTIONAL SERVICE	P
	–MASSAGE THERAPY	P
	–MORTUARY	
	–PERSONAL CARE	P
	–SERVICE: PHOTOGRAPHY STUDIO AND PHOTO LAB, UPHOLSTERY, PRINTER, LOCKSMITH, TAILOR	P
	–TATTOO AND BODY-PIERCING ESTABLISHMENT	
	–TEMPORARY EMPLOYMENT BUSINESS	
RETAIL SALES AND SERVICE (REPAIR AND RENTAL)	–EQUIPMENT RENTAL	
	–REPAIR SHOP (NOT INCLUDING AUTO)	
RETAIL SALES AND SERVICE (SALES)	–ANTIQUE STORE	
	–ART GALLERY	P
	–AUCTION HOUSE	
	–BUY-BACK SHOP, SECOND HAND, THRIFT, CONSIGNMENT	
	–CONVENIENCE STORE	
	–GROCERY/SPECIALTY FOOD STORE(INCLUDING ALL SALES OF PREPARED FOOD FOR ON & OFF SITE CONSUMPTION)	P
	–LIQUOR STORE	P
	–PAWN BROKER	
	–RETAIL SALES, GENERAL MERCHANDISE	P
SCHOOL	–TRADE OR BUSINESS SCHOOL(INCLUDING EXISTING SEMINARY USE)	P
STUDIO	–RADIO/TELEVISION BROADCASTING STUDIO,RECORDING/FILM STUDIO	
VEHICLE AND EQUIPMENT	–AUTOMOBILE PAWNBROKER	
	–AUTOMOTIVE SALES, RENTAL	
	–AUTOMOTIVE SERVICE/REPAIR, INCLUDING BODY OR FENDER WORK	
	–AUTOMOTIVE SERVICE/REPAIR, NOT INCLUDING BODY OR FENDER WORK	
	–AUTOMOTIVE SERVICE STATION (GASOLINE FACILITY)	
	–CAR WASH, AUTO DETAILING (UNDERGROUND FACILITY ONLY)	P
	–COMMERCIAL STORAGE OF OPERABLE VEHICLES	
	–FUEL DISPENSING	
	–PARKING FACILITY, STRUCTURE (OPERABLE VEHICLES), PRINCIPAL USE	
	–PARKING AREA, SURFACE (OPERABLE VEHICLES), PRINCIPAL USE	
	–RECREATIONAL VEHICLES AND BOATS, SALES OR RENTAL	
VISITOR ACCOMMODATION	–BED AND BREAKFAST	P
	–HOTEL (SEE NOTE D.3)	P
WHOLESALE	–SALES AND DISTRIBUTION	P
MANUFACTURING/INDUSTRIAL USES		
INDUSTRIAL SERVICE	–INDUSTRIAL SERVICE, LIGHT	
	–INDUSTRIAL SERVICE, HEAVY	
MANUFACTURING, INCLUDING PROCESSING, FABRICATION, OR ASSEMBLY	–MANUFACTURING, LIGHT	
	–MANUFACTURING, HEAVY	
WAREHOUSE/STORAGE	–FUEL STORAGE	
	–MINI-STORAGE FACILITY	
	–MOVING AND STORAGE	
	–OUTDOOR STORAGE	
	–STORAGE YARD FOR VEHICLES,EQUIPMENT,MATERIAL, AND/OR SUPPLIES	
	–WAREHOUSING AND/OR STORAGE	
WASTE/SALVAGE	–AUTOMOBILE WRECKING/ SALVAGE YARD	
	–COMMERCIAL INCINERATOR	
	–HAZARDOUS WASTE HANDLING	
	–RECYCLING OPERATION, ALL PROCESSING OCCURS WITHIN ENCLOSED STRUC.	
	–RECYCLING OPERATION, SOME OR ALL PROCESSING OCCURS OUTSIDE AN ENCLOSED STRUCTURE	
	–SANITARY SERVICE	
	–WASTE TRANSFER STATION (NOT INCLUDING HAZARDOUS WASTE)	
ACCESSORY USES		
HOME CARE ACCESSORY USES (ACCESSORY TO PRINCIPAL ONE-UNIT DWELLING USES ONLY)	–ADULT DEPENDENT CARE	P
	–FAMILY CHILD CARE HOME	P
	–INFANT/TODDLER HOME	P
	–LARGE CHILD CARE HOME	P
OTHER ACCESSORY USES	–CARETAKER'S QUARTER	P
	–CLUBHOUSE/COMMONS BUILDING	P
	–DORMITORY	
	–GUEST ACCOMMODATION FOR USE BY VISITORS TO RESIDENTIAL AREA (SEE PUD-4 FOR DETAIL)	P
	–HOME OCCUPATION	P
	–KENNEL/ANIMAL DAY CARE	P
	–MINOR UTILITY FACILITY (AS ACCESSORY USE OF LAND)	P
	–PARKING AREA (SURFACE)	P
	–PARKING GARAGE	P
	–SATELLITE DISH ANTENNA	P
	–SERVICE UNITS OR FACILITY	P
	–STORAGE(FOR MAINTENANCE AND RECREATION)	P
	–SWIMMING POOL	P
	–TENNIS COURT	P
TEMPORARY USES		
	–CAR WASH	
	–EXPANSION OR REPLACEMENT OF EXISTING FACILITIES	P
	–FARMERS MARKET	P
	–FOOD VENDOR CARTS	P
	–MOBILE STORAGE (WITH OR WITHOUT BUILDING PERMIT)	P
	–REAL ESTATE SALES OR LEASING OFFICE (ALSO MODEL HOMES)	P
	–OUTDOOR SALES (E.G., TENT SALES, PARKING LOT SALES, SEASONAL SALES, WINDSHIELD REPAIR, SALES FROM RETAIL VENDOR CARTS, ETC.)	
	–SPECIAL EVENT (E.G., CARNIVAL, BAZAAR, FAIR)	
	–TENTS, CANOPIES	

C. UNLISTED USE
PROCEDURES FOR APPROVAL OF USES NOT LISTED IN THE ABOVE TABLE OF ALLOWED USES SHALL BE GOVERNED BY TITLE 16 PROVISIONS FOR UNLISTED USES.

D. DEVELOPMENT STANDARDS
THE DEVELOPMENT WILL BE IMPLEMENTED AS A MIXED-USE VILLAGE INCORPORATING RETAIL, OFFICE (COMMERCIAL) AND RESIDENTIAL TYPE USES.
1. MAXIMUM BUILDING HEIGHT: SEE PUD-3 AND PUD-4 FOR BUILDING HEIGHT SUMMARY.
2. BULK PLANE: FOR RESIDENTIAL UNITS ON THE, NORTH AND WEST EDGES OF THE SITE, EXCEPT TO THE LIMITED EXTENT SHOWN IN THE BULK PLANE DIAGRAMS ON PUD-4, NO PORTION OF THE BUILDINGS SHALL EXTEND BEYOND ANY APPLICABLE BULK PLANES: SEE PUD-4 FOR APPLICABLE BULK PLANES.
3. MAXIMUM RESIDENTIAL UNITS: 300 (HOTEL: 1 ROOM=1 UNIT)
4. MAXIMUM TOTAL RETAIL/OFFICE (COMMERCIAL) USE GROSS SALABLE FLOOR AREA SHALL NOT EXCEED 75,000 SQUARE FEET. THE MAXIMUM TOTAL OFFICE USE GROSS LEASEABLE FLOOR AREA SHALL NOT EXCEED 27,000 SQUARE FEET, EXCLUSIVE OF OFFICE SPACE ESTABLISHED WITHIN ANY RETAIL SPACES AND RELATED TO THE MANAGEMENT OF SUCH RETAIL OPERATION.
5. PARKING: SEE PUD-2 FOR PARKING GUIDELINES.
6. SIGNAGE: SEE PUD-2 FOR SIGNAGE / FENCING GUIDELINES.
7. FENCES AND WALLS: SEE PUD-2 FOR SIGNAGE / FENCING GUIDELINES.
8. LANDSCAPING: SEE PUD-2 FOR LANDSCAPING GUIDELINES. DEVELOPER TO PROVIDE LANDSCAPE DESIGN PLANS FOR AREA ADJACENT TO WEST PROPERTY LINE TO KENT VILLAGE ASSOCIATION AND RECEIVE COMMENTS (NOT APPROVAL) FROM KENT VILLAGE ASSOCIATION.

E. MODIFICATIONS:
THE FOLLOWING MODIFICATION PROCEDURES ARE CONSISTENT WITH PUD MODIFICATION PROCEDURES OF TITLE 16 ZONING REGULATIONS (AS MODIFIED BELOW), UNDER WHICH THE PUD APPLICATION WAS SUBMITTED.
1. DISTRICT PLAN: THE TERMS, CONDITIONS, THE ADOPTED PUD DISTRICT PLAN AND DOCUMENTS MAY BE CHANGED AND/OR AMENDED IN WHOLE OR IN PART AS FOLLOWS:
a: MINOR MODIFICATIONS TO THE PUD DISTRICT PLAN: THE CITY MANAGER OR DESIGNEE MAY APPROVE MINOR MODIFICATIONS IN THE LOCATION, SIZING AND HEIGHT OF STRUCTURES OR FACILITIES IF REQUIRED BY ENGINEERING OR OTHER CIRCUMSTANCES NOT FORESEEN AT THE TIME THE PLANNED UNIT DEVELOPMENT DISTRICT PLAN WAS APPROVED SO LONG AS NO MODIFICATION VIOLATES ANY STANDARD OR REGULATION SET FORTH IN SECTION 16-4-15 – ZONING REGULATIONS.
b. MAJOR MODIFICATIONS TO THE PUD DISTRICT PLAN: MAJOR MODIFICATIONS MAY BE MADE TO THE APPROVED PLANNED UNIT DEVELOPMENT DISTRICT PLAN PURSUANT TO THE SAME LIMITATIONS AND REQUIREMENTS BY WHICH SUCH PLANS AND DOCUMENTS WERE ORIGINALLY APPROVED.
2. SITE PLAN:
a. MINOR MODIFICATIONS TO PUD SITE PLAN: THE CITY THROUGH THE DEVELOPMENT REVIEW TEAM MAY AUTHORIZE MINOR DEVIATIONS FROM THE PUD SITE PLAN WHEN SUCH DEVIATIONS APPEAR NECESSARY IN LIGHT OF TECHNICAL OR ENGINEERING CONSIDERATIONS. MINOR DEVIATIONS SHALL NOT BE PERMITTED IF ANY OF THE FOLLOWING CIRCUMSTANCES RESULT:
1) A CHANGE IN THE CHARACTER OF THE DEVELOPMENT; OR
2) A CHANGE IN THE PERMITTED LAND USES; OR
3) A CHANGE IN THE GENERAL LOCATION OF LAND USES; OR
4) AN INCREASE IN THE MAXIMUM HEIGHT OF ANY BUILDING OF MORE THAN FIVE PERCENT (5%) EXCEPT THAT FOR BUILDINGS GREATER THAN 100 FEET IN HEIGHT, SUCH INCREASE SHALL NOT EXCEED TWO PERCENT (2%); OR
5) AN INCREASE IN THE NUMBER OF DWELLING UNITS, OR IN THE RATIO OF THE GROSS FLOOR AREA OF STRUCTURES TO THE LAND AREA, OR INCREASES IN THE PROPOSED GROSS FLOOR AREA WITHIN ANY PARTICULAR LAND USE OF MORE THAN TWO PERCENT (2%); OR
6) A REDUCTION IN THE SETBACKS FROM PROPERTY LINES; OR
7) AN INCREASE OF MORE THAN TWO PERCENT (2%) IN GROUND COVERAGE BY STRUCTURES OR SURFACE PARKING; OR
8) A REDUCTION BY MORE THAN TWO PERCENT (2%) IN THE LAND AREA DESIGNATED FOR LANDSCAPING; OR
9) A REDUCTION IN THE RATIO OF OFF-STREET PARKING AND LOADING SPACE TO GROSS FLOOR AREA OR NUMBER OF DWELLING UNITS IN STRUCTURES; OR
10) A CHANGE AFFECTING THE ACCESS FROM AND THROUGH PUBLIC RIGHTS OF WAY; PROVIDED, HOWEVER, THAT CURB CUT LOCATIONS MAY SHIFT UNLESS SPECIFICALLY ESTABLISHED BY THE DISTRICT PLAN.
b. SITE PLAN AMENDMENTS: ALL PUD SITE PLANS APPROVED AND RECORDED MAY ONLY BE AMENDED PURSUANT TO THE SAME PROCEDURE AND SUBJECT TO THE SAME LIMITATIONS AND REQUIREMENTS BY WHICH SUCH PLANS WERE APPROVED.

AGENCY CONTACT LIST

ARCHITECTURE AND CIVIL ENGINEERING
CLC ASSOCIATES, INC. — 8480 E ORCHARD ROAD, SUITE 2000, GREENWOOD VILLAGE, COLORADO 80111 — KRIS SALINE (303) 770-5600

~~TRANSPORTATION ENGINEER~~
FOX HIGGINS TRANSPORTATION GROUP — P.O. BOX 19768, BOULDER, COLORADO 80308 — STEVE HUTTLE (303) 652-3571

DEVELOPER
KENT PLACE REGENCY, LLC. — 8480 E ORCHARD ROAD, SUITE 890D, GREENWOOD VILLAGE, COLORADO 80111 — ERIC CHEKAL (303) 30D-5300
KENT PLACE ASSOCIATES, LLC — 210 UNIVERSITY BLVD., SUITE 700, DENVER, COLORADO 80206 — KEVIN FOLTZ (303) 501-8810

SITE DATA

TOTAL SITE SQUARE FOOTAGE	497,011 S.F.
RESIDENTIAL USES	UP TO 685,000 S.F.
RETAIL/OFFICE (COMMERCIAL USES)	UP TO 75,000 S.F.
LANDSCAPE/OPEN SPACE	PER GUIDELINES ON PUD-2
DEEDED PUBLIC RIGHT OF WAY LANDSCAPE	PER GUIDELINES ON PUD-2
BUILDING HEIGHTS	SEE PUD-3 & PUD-4

SURVEYED LEGAL DESCRIPTION

LOTS 1,2 & 3, TRACTS A,B & C; KENT PLACE FIRST FILING SECOND AMENDMENT AND LOT 2: KENT PLACE FIRST FILING FIRST AMENDMENT; CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET INDEX

PUD-1 DISTRICT PLAN
PUD-2 PROJECT GUIDELINES
PUD-3 PROPOSED SITE PLAN
PUD-4 BULK PLANE SECTIONS
PUD-5 SITE PLAN (LOT 3)
PUD-6 UTILITY PLAN (LOT 3)
PUD-7 LANDSCAPE PLAN (LOT 3)
PUD-8 BUILDING ELEVATIONS (LOT 3)
PUD-9 PHOTOMETRIC PLAN (LOT 3)
PUD-10 SURVEY SHEET

SIGNATURES

APPROVED FOR KENT PLACE REGENCY, LLC.

SIGNATURE TITLE DATE
STATE OF COLORADO
COUNTY OF
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF A.D., 20 BY .
AS , OF
MY COMMISSION EXPIRES:
NOTARY PUBLIC
ADDRESS

APPROVED FOR KENT PLACE INVESTORS, LLC.

SIGNATURE TITLE DATE
STATE OF COLORADO
COUNTY OF
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF A.D., 20 BY .
AS , OF
MY COMMISSION EXPIRES:
NOTARY PUBLIC
ADDRESS

KENT PLACE ASSOCIATES, LLC (ADJACENT OWNER)

SIGNATURE TITLE DATE
STATE OF COLORADO
COUNTY OF
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF A.D., 20 BY .
AS , OF
MY COMMISSION EXPIRES:
NOTARY PUBLIC
ADDRESS

APPROVED FOR THE CITY OF ENGLEWOOD

PLANNING AND ZONING COMMISSION CHAIRPERSON DATE

PLANNING AND ZONING COMMISSION RECORDING SECRETARY DATE

MAYOR OF ENGLEWOOD DATE

ATTESTED
THE FOREGOING APPROVAL WAS ACKNOWLEDGED BEFORE ME THIS DAY OF A.D., 20 BY , ,
AND

CITY CLERK

CLERK AND RECORDER'S OFFICE
THIS PLANNED UNIT DEVELOPMENT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY, COLORADO, AT O' CLOCK, M., THIS DAY OF , 20
RECEPTION NUMBER , BOOK NUMBER , PAGE NUMBER

CLERK AND RECORDER BY: DEPUTY

DISTRICT PLAN
DENVER SEMINARY PUD-AMENDMENT 3
(NW) CORNER OF HAMPDEN AVENUE & UNIVERSITY BOULEVARD ENGLEWOOD, COLORADO

DRAWN BY: JJA	DATE: 1/20/12	SHEET:
CHECKED BY: DJM	PROJECT#: 11-0050	PUD-1

regency centers

No.	Revisions	Date	By	Chk
3	AMENDMENT 3	03/20/12	JJA	DJM
2	AMENDMENT 2	01/17/08	JB	DF
1	AMENDMENT 1	11/13/06	RS	DF

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LANDSCAPE ARCHITECTURE
LAND SURVEYING

DENVER SEMINARY
AMENDMENT (3)
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

PARKING

HANDICAPPED PARKING SPACES SHALL BE PROVIDED FOR RETAIL PER CODE REQUIREMENTS.

HANDICAPPED PARKING SPACES SHALL BE PROVIDED FOR RESIDENTIAL BUILDINGS PER CODE REQUIREMENTS.

TOWNHOUSES HAVE OVERSIZED PRIVATE GARAGES WITH DIRECT ACCESS TO EACH UNIT. NO DESIGNATED HANDICAPPED SPACES WILL BE PROVIDED FOR TOWNHOUSE UNITS.

LOCATIONS OF MAIL KIOSK ZONES MAY VARY DEPENDING ON DISCUSSION WITH USPS.

SURFACE PARKING ON RESIDENTIAL STREETS IS GUEST/VISITOR PARKING ONLY. ALL REQUIRED RESIDENTIAL OWNER PARKING SHALL BE IN A GARAGE. BICYCLE PARKING SHALL BE PROVIDED PER ENGLEWOOD MUNICIPAL CODE SECTION 16-6-4, K. BICYCLE PARKING SHALL BE PROVIDED FOR RESIDENTIAL CONDOMINIUM UNITS AT ONE SPACE PER TWO UNITS (300 UNITS/2 = 150 SPACES) AT GRADE OR IN UNDERGROUND GARAGE. BICYCLE PARKING SHALL NOT BE PROVIDED FOR TOWNHOUSE UNITS AS EACH UNIT HAS A PRIVATE GARAGE. BICYCLE PARKING SHALL BE PROVIDED FOR RETAIL AT GRADE AT ONE SPACE PER 10 PARKING SPACES.

SNOW STORAGE AREAS WILL BE INCORPORATED IN THE DESIGN. ELIMINATION OF SNOW WITHIN THE PROJECT SHALL NOT BE THE RESPONSIBILITY OF THE CITY AND SHALL BE REGULATED THROUGH THE COVENANTS, CONDITIONS AND RESTRICTIONS COVERING THE PROPERTY. NO PUBLIC RIGHTS OF WAY SHALL BE USED FOR SNOW STORAGE.

TOWNHOUSE PARKING

EACH TOWNHOUSE SHALL HAVE ACCESS TO A PRIVATE 2 OR 3 CAR GARAGE WITH PRIVATE ACCESS TO EACH UNIT. VISITOR PARKING IS ON THE SURFACE IN PARALLEL SPACES. ALL STRUCTURED PARKING GARAGES SHALL BE SPRINKLERED AND MECHANICALLY VENTILATED IF REQUIRED BY CODE AT LOCATIONS TO BE DETERMINED.

TOWER RESIDENTIAL PARKING

AT LEAST 2 SPACES PER UNIT STANDARD PARKING SPACES (INCLUDING) REQUIRED HANDICAPPED SPACES SHALL BE CONSTRUCTED IN AT LEAST 2 LEVELS OF ENCLOSED PRIMARILY UNDERGROUND GARAGES. THE GARAGES SHALL INCLUDE STAIR & ELEVATOR CORES, MISCELLANEOUS MECHANICAL/ELECTRICAL & PLUMBING SPACES AS NEEDED & STORAGE COMPARTMENTS (IF ANY – TO BE DETERMINED – BUT NO MORE THAN 1 PER UNIT) IN 1 HOUR RATED ENCLOSURES. THE GARAGE SHALL BE SPRINKLED & MECHANICALLY VENTILATED IF REQUIRED BY CODE AT LOCATIONS TO BE DETERMINED.

RETAIL PARKING

AT LEAST 4 SPACES PER 1,000 S.F. (UP TO 75,000 S.F. COMMERCIAL / 1000 = 75 X 4 = 300 SPACES) INCLUDING REQUIRED HANDICAP PARKING SPACES SHALL BE CONSTRUCTED IN 1 OR MORE LEVELS OF PARKING & ON THE SURFACE. THE GARAGE SHALL BE FULLY SPRINKLERED & MECHANICALLY VENTILATED IF REQUIRED BY CODE AT LOCATIONS TO BE DETERMINED.

HOTEL PARKING

AT LEAST .5 SPACES PER ROOM INCLUDING REQUIRED HANDICAP PARKING SPACES SHALL BE CONSTRUCTED IN 1 OR MORE LEVELS OF PARKING & ON THE SURFACE. THE GARAGE SHALL BE FULLY SPRINKLERED & MECHANICALLY VENTILATED IF REQUIRED BY CODE AT LOCATIONS TO BE DETERMINED.

PHASING

THE DEVELOPER PLANS TO BUILD THE PROJECT IN MULTIPLE PHASES. IT IS ANTICIPATED THAT THE 1ST PHASE WILL INCLUDE 3 RETAIL/OFFICE BUILDINGS. NEW DETENTION FACILITIES & UNDERGROUND UTILITIES SHALL BE CONSTRUCTED AS REQUIRED TO SERVE THE SITE AS DEVELOPED. ALL WATER LINES SHALL BE LOOPED.

THE PROJECT SHALL INCLUDE A NEW SIGNALIZED ENTRY AT SOUTH UNIVERSITY BOULEVARD, AN EXTENDED LEFT TURN LANE AT SOUTH BOUND UNIVERSITY TO EAST BOUND HAMPDEN AVE, AND A NEW TRAFFIC LANE FROM THE NORTH PROPERTY LINE ON THE WEST SIDE OF UNIVERSITY BOULEVARD TO THE UNIVERSITY ENTRY, SOUTH TO HAMPDEN AND THENCE TO THE NEW HAMPDEN ENTRY AS WELL AS AN ACCELERATION LANE ONTO WEST BOUND HAMPDEN AVENUE. THAT PORTION OF SURFACE STREET NECESSARY TO SERVE THE BUILDINGS AND MAINTAIN ACCESS TO THE SEMINARY BUILDINGS SHALL BE COMPLETED IN PHASE 1.

THE REMAINDER OF THE PROJECT WILL BE COMPLETED IN ONE OR MORE PHASES. IN EACH CASE, SUBSEQUENT PHASES WILL INCLUDE THE COMPLETION OF SUCH PARKING FACILITIES AS ARE NECESSARY TO SERVE THE BUILDINGS COMPLETED IN THAT PHASE, AS WELL AS THE COMPLETION OF THE TEMPORARY PORTION OF SURFACE STREET AREA NECESSARY TO SERVE SUCH BUILDINGS.

SITE PLAN PHASING ADJUSTMENTS MAY BE MADE BY MUTUAL AGREEMENT BETWEEN THE DEVELOPER AND THE CITY MANAGER OR DESIGNEE.

DEVELOPER SHALL UPGRADE THE SIGNAL AT THE HAMPDEN/UNIVERSITY INTERSECTION TO ACCOMMODATE A SINGLE LEFT TURN LANE FOR SOUTHBOUND UNIVERSITY. THE TIMING FOR UPGRADING THE TRAFFIC SIGNAL CANNOT BE IDENTIFIED UNTIL CDOT INPUT AND APPROVAL IS OBTAINED.

THE CITY WILL NOT ACCEPT OWNERSHIP OF PHASED UTILITIES. ALL SITE UTILITIES MUST BE COMPLETE PRIOR TO FINAL ACCEPTANCE BY THE CITY.

POTABLE WATER LINES MUST BE LOOPED PRIOR TO SERVICE USE.

PHASED LANDSCAPING:

PHASE 1 IS TO INCLUDE LANDSCAPING ALONG SOUTH UNIVERSITY BLVD. FROM THE NEW CURB CUT TO THE HAMPDEN AVE. INTERSECTION AND TO THE SOUTHERLY ENTRANCE TO THE PROJECT.

IN ADDITION, PHASE 1 WILL INCLUDE LANDSCAPING FOR THE RETAIL ELEMENTS AS WELL AS THE LANDSCAPING DESIGNED FOR THOSE BUILDINGS COMPLETED IN PHASE 1.

FOR SUBSEQUENT PHASES, LANDSCAPING WILL BE INSTALLED AS APPROPRIATE TO SUPPORT ADDITIONAL BUILDINGS AS COMPLETED.

LANDSCAPE

IT IS AGREED THE DEVELOPMENT WILL MEET ALL REQUIRED LANDSCAPE GUIDELINES PER THE FOLLOWING: (RLA) (BASED ON MULTIFAMILY RESIDENTIAL)
RLA: 497,011 SF X .25 = 124,253 SF
MAXIMUM NON LIVING LANDSCAPE AREA 124,253 X (35%) = 43,484 SF
EXISTING TREE CREDITS = 0
NUMBER OF TREES (RLA / 750) = 124,253 / 750 = 166 X 1.2 = 199 TREES
NUMBER OF SHRUBS (RLA / 750) X 5 = 166 X = 830 X 1.2 = 996 SHRUBS
IRRIGATION: ALL IRRIGATION TO BE AUTOMATIC UNDERGROUND SYSTEMS (DRIP&SPRAY)

PLANTING NOTES:

*. EXACT LOCATION OF PARTICULAR PLANTINGS WILL BE DETERMINED AS THE ARCHITECTURE IS FINALIZED. HOWEVER, DEVELOPER SHALL COMMIT TO EXCEED THE PLANTING REQUIRED PER ENGLWOOD LANDSCAPE ORDINANCE NUMBERS BY 20% IN EACH CATEGORY. EXACT LOCATION OF PLANTS NOT DETERMINED. PLANS SHOW PRELIMINARY CONCEPT OF TYPES. PLANTS MAY BE PLACED ANYPLACE WITHIN BOUNDARY OF PROPERTY.

PROHIBITED TREES: BOX ELDER, COTTON WOOD (FEMALE), SIBERIAN ELM

LANDSCAPE PLANTINGS & IRRIGATION PLANS TO BE SUBMITTED AS PART OF BUILDING PERMIT APPLICATIONS FOR EACH CONSTRUCTION PHASE. COMMON AREAS TO HAVE PHASED PLANTING PLANS.

NO ENCLOSURE OF PRIVATE TERRACES PERMITTED.

SIGNAGE/FENCING

NOTES:

ALL RETAIL SIGNS SHALL BE IN CONFORMANCE WITH THE SIGN SECTION OF THE COMMERCIAL DISTRICT STANDARDS OF THE ENGLEWOOD MUNICIPAL CODE, AS AMENDED.

ALL SIGNS SHALL CONFORM TO THE MAXIMUM SIZE/AREA, HEIGHT AND NUMBER LIMITATIONS SET FORTH IN THE ENGLEWOOD MUNICIPAL SIGN CODE, AS AMENDED.

NUMBER OF SIGNS OF A PARTICULAR TYPE, WHERE LISTED, IS AN ESTIMATE ONLY. EXACT NUMBER TO BE DETERMINED WHEN SIGNAGE PLANS AND SPECIFICATIONS ARE COMPLETED, BUT NOT TO EXCEED.

PROHIBITED SIGNS: BILLBOARDS, WHEELED ADVERTISING SIGNS, BALLOONS, ANIMATED & FLASHING & BLINKING SIGNS, ROOF SIGNS, MURALS.

NEW NORTH AND WEST WALL:
DEVELOPER HAS COMPLETED THE CONSTUCTION OF THE NEW NORTH AND WEST WALLS WHICH HAVE BEEN ACCEPTED BY BOTH NEIGHBORS, KENT VILLAGE ASSOCIATION AND THE PROPERTY OWNERS ALONG THE NORTH PROPERTY LINE.

OFF-SITE UTILITIES

WATER AND SANITARY SEWER SYSTEMS SHALL BE BUILT IN ACCORDANCE WITH THE CITY OF ENGLEWOOD CRITERIA AND WILL BE DEDICATED TO THE CITY OF ENGLEWOOD. WATER LINES SHALL BE LOOPED IN ACCORDANCE WITH THE CITY OF ENGLEWOOD CRITERIA. A TRAFFIC SIGNAL WILL BE CONSTRUCTED AT THE INTERSECTION OF UNIVERSITY BOULEVARD AND THE PRIVATE ACCESS (E. GIRARD PLACE) IN ACCORDANCE WITH THE CITY OF ENGLEWOOD CRITERIA. THE CITY OF ENGLEWOOD WILL ENTER AN INTER-GOVERNMENTAL AGREEMENT WITH ARAPAHOE COUNTY FOR MAINTENANCE OF THE PORTION OF THE TRAFFIC LIGHT WITHIN ARAPAHOE COUNTIES JURISDICTION.

ON-SITE UTILITIES

WATER AND SANITARY SEWER SYSTEMS SHALL BE BUILT IN ACCORDANCE WITH THE CITY OF ENGLEWOOD CRITERIA AND WILL BE DEDICATED TO THE CITY OF ENGLEWOOD. WATER LINES SHALL BE LOOPED IN ACCORDANCE WITH THE CITY OF ENGLEWOOD CRITERIA. FIRE HYDRANTS LOCATIONS SHALL BE APPROVED BY CITY OF ENGLEWOOD FIRE DEPARTMENT. STORM SEWER AND DETENTION SYSTEMS SHALL BE PRIVATE AND MAINTAINED BY THE KENT PLACE METRO DISTRICT. DETENTION SYSTEMS WILL REDUCE THE FLOWS LEAVING THE SITE TO PREDEVELOPED LEVELS.

GRADING

GRADING PATTERNS FOR THE SITE SHALL GENERALLY BE FROM SOUTH TO NORTH GENERALLY FOLLOWING EXISTING SITE GRADING. PORTIONS OF THE SITE GRADING WILL BE REDIRECTED TO THE EAST TO REDUCE FLOWS LEAVING THE SITE TO ADJACENT DEVELOPMENTS. GRADING ADJACENT TO STRUCTURES SHALL FOLLOW THE RECOMMENDATIONS OF THE MOST RECENT GEOTECHNICAL REPORT FOR THE AFFECTED AREAS.

ACCESS

NO PROPOSED CHANGES. DEVELOPMENT WILL MEET STATE HIGHWAY, CITY, AND COUNTY REQUIREMENTS

GENERAL NOTES

1. THE PROPERTY IS OWNED BY KENT PLACE REGENCY, LLC AND KENT PLACE ASSOCIATES, LLC.
2. A PORTION OF THE PROPERTY IS OWNED BY THE PLANNED UNIT DEVELOPMENT APPLICANT KENT PLACE REGENCY, LLC.
3. IT IS ANTICIPATED THAT SOME OF THE EXISTING DENVER SEMINARY STRUCTURES WILL REMAIN ON A PORTION OF THE PROPERTY THROUGH PHASE 1 OF THIS PLANNED UNIT DEVELOPMENT.
4. AN AMENDMENT TO THE EXISTING FELSBURG HOLT & ULLEVIG TRAFFIC IMPACT ANALYSIS WAS PREPARED BY FOX HIGGINS TRANSPORTATION GROUP.
5. A PRELIMINARY DRAINAGE REPORT WAS PREPARED BY MB CONSULTING, INC.
6. THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD PLAIN.
7. NEW UTILITIES SHALL BE UNDERGROUND. ALL CITY OF ENGLEWOOD PUBLIC UTILITIES SHALL BE IN 30' MIN. EASEMENT.
8. ALL CONCRETE WORK DONE IN THE PUBLIC RIGHT OF WAY SHALL BE IN CONFORMANCE WITH "CONSTRUCTION STANDARDS AND CONCRETE SPECIFICATIONS FOR THE CITY OF ENGLEWOOD, COLORADO".
9. NEW FIRE HYDRANTS SHALL BE TO CITY OF ENGLEWOOD SPECIFICATIONS.
10. PRIOR TO OBTAINING THE FIRST CERTIFICATE OF OCCUPANCY FOR THE PROJECT, THE DEVELOPER SHALL PROVIDE WRITTEN DEVELOPMENT RESTRICTIONS AND COVENANTS, RECORDED UNDER ONE OR MORE SEPARATE AGREEMENTS, GOVERNING MAINTENANCE OF THE PROPERTY AND PERTAINING TO, BUT NOT LIMITED TO, ISSUES SUCH AS COMMON AREA MAINTENANCE, LANDSCAPE MAINTENANCE AND IRRIGATION, SNOW REMOVAL, ACCESS EASEMENTS AND MAINTENANCE OF PRIVATE UTILITIES, AND INFRASTRUCTURE. THE DEVELOPMENT RESTRICTIONS AND COVENANTS COVERING THE DWELLINGS ADJACENT TO THE WEST PROPERTY LINE SHALL PRECLUDE THE USE OF ANY BALCONIES ABOVE THE MAIN LIVING FIRST FLOOR FOR THE OUTSIDE STORAGE OF MOTORIZED OR NON-MOTORIZED VEHICLES OR FOR OUTDOOR SMOKING/GRILLING EQUIPMENT.
11. SUBDIVISION OF THE SITE SHALL BE COMPLETED UNDER SEPARATE DOCUMENT.
12. ALL ROADWAYS WITHIN THE PROJECT SHALL BE PRIVATE STREETS AND SHALL NOT BE MAINTAINED BY THE CITY OF ENGLEWOOD.
13. ALL STRUCTURES AND PROJECTIONS SHALL BE CONSTRUCTED WITHIN THE BUILDING ENVELOPES, BULK PLANES, AND BUILDING HEIGHT LIMITS PURSUANT TO AND EXCEPT AS NOTED ON THE PROPOSED SITE PLAN (PUD-3). BALCONIES OF THE TOWNHOUSES CONSTRUCTED ALONG THE WESTERN OR NORTHERN PROPERTY LINE ABOVE THE FIRST FLOOR SHALL NOT EXTEND BEYOND THE PARTICULAR BUILDING SETBACK LINE.
14. THE DEVELOPER SHALL COMPLY WITH ALL APPLICABLE CITY CODES, REGULATIONS AND STANDARDS. IN ADDITION, DEVELOPER SHALL NOT SCHEDULE ANY OUTSIDE DEMOLITION OR CONSTRUCTION ACTIVITY PRIOR TO 6:30 AM OR AFTER 6:30 PM MONDAY THROUGH FRIDAY OR BETWEEN 7:30 AM AND 5:00 PM ON SATURDAY, SUNDAY, OR ANY NATIONALLY RECOGNIZED HOLIDAY; PROVIDED, HOWEVER, NO OUTSIDE DEMOLITION OR CONSTRUCTION ACTIVITY SHALL OCCUR ON SUNDAY OR ANY NATIONALLY RECOGNIZED HOLIDAY EXCEPT AS NECESSARY TO MAKE UP CONSTRUCTION SCHEDULE DELAYS RESULTING FROM WEATHER EXTREMES OR NATURAL DISASTER OCCURRENCES.
15. THE DEVELOPER SHALL PROVIDE CITY-APPROVED PUBLIC ART WORK/ENTRY FEATURE AT THE SOUTHEAST CORNER OF THE SITE. THE CITY SHALL PREPARE A SEPARATE WRITTEN AGREEMENT REGARDING THE TYPE, SIZE, INSTALLATION AND MAINTENANCE OF THE FEATURE.
16. EXCEPT FOR THE REFERENCE TO TITLE 16 – ZONING REGULATIONS IN THE BACKGROUND SECTION ABOVE AND MODIFICATION SECTION ABOVE, REFERENCES CONTAINED IN THIS PUD TO TITLE 16 ARE TO TITLE 16 – UNIFIED DEVELOPMENT CODE OF THE ENGLEWOOD MUNICIPAL CODE AS AMENDED.
17. IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFIC PROVISIONS OF THIS PUD AND TITLE 16, THE SPECIFIC PROVISIONS OF THIS PUD SHALL CONTROL.
18. DEVELOPMENT RESTRICTIONS AND COVENANTS TO BE PROVIDED BY DEVELOPER ARE NOT ENFORCEABLE BY THE CITY.
19. ALL ENGINEERING,DESIGN,MATERIALS AND CONSTRUCTION PROCEDURES UTILIZED IN THE PREPARATION OF THE UTILITY PLANS SHALL ADHERE TO THE CITY'S WATER AND WASTEWATER SPECIFICATIONS AND OTHER CITY RULES AND REGULATIONS.
20. THE CITY SHALL HAVE THE PERPETUAL RIGHT FOR MAINTENANCE REPAIR AND/OR REPLACEMENT OF THE CITY'S PUBLIC UTILITIES IN SAID EASEMENT AND THE RIGHT TO REMOVE ANY SURFACE OBSTRUCTION INTERFERING WITH SUCH REPAIR MAINTENANCE OR REPLACEMENT. RESTORATION / REPLACEMENT OF THE SURFACE SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS.
21. NO PERMANENT STRUCTURES SHALL BE ERECTED UPON THE EASEMENT.
22. EASEMENTS SHALL PROVIDE EASY ACCESS TO ALL PUBLIC UTILITY FACILITIES BY A TANDEM WHEELED MAINTENANCE TRUCK.

PROJECT GUIDELINES
DENVER SEMINARY PUD-AMENDMENT 3

(NW) CORNER OF HAMPDEN AVENUE & UNIVERSITY BOULEVARD — ENGLEWOOD, COLORADO

DRAWN BY: JJA	DATE: 1/20/12	SHEET: PUD-2
CHECKED BY: DJM	PROJECT#: 11-0050	

regency centers

No.	Revisions	Date	By	Chk
3	AMENDMENT 3	03/20/12	JJA	DJM
2	AMENDMENT 2	01/17/08	JB	DF
1	AMENDMENT 1	11/13/06	RS	DF

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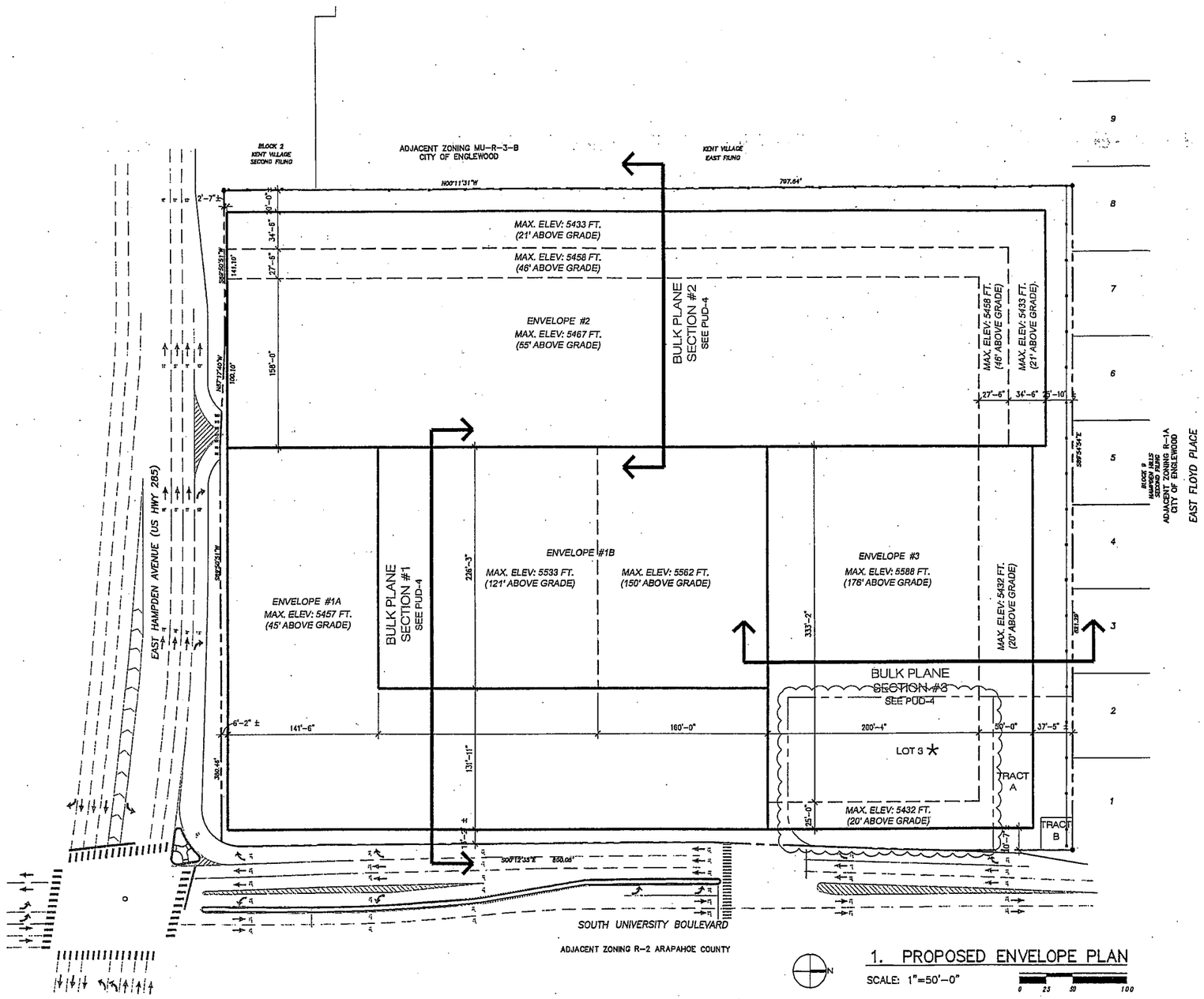
LAND SURVEYING

DENVER SEMINARY
AMENDMENT (3)
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO



1. PROPOSED ENVELOPE PLAN

SCALE: 1"=50'-0"

NOTES :

1. MAXIMUM HEIGHT: MAXIMUM HEIGHT MEASUREMENTS ARE BASED ON USGS ELEVATIONS.
2. FIRST FLOOR ELEVATION: THE FIRST FLOOR ELEVATIONS FOR EACH BUILDING VARY AND ARE SUBJECT TO MODIFICATION BY THE PROPERTY OWNER DUE TO DEVELOPMENT OF FINAL GRADING PLANS.
3. ON RESIDENTIAL TOWER BUILDINGS, NO BUILDING SHALL EXTEND BEYOND THE MAXIMUM BUILDING ENVELOPE EXCEPT FOR FIRST FLOOR TERRACES, UPPER FLOOR BALCONIES (8 FT. PROJECTION ALLOWED) AND MISCELLANEOUS FEATURES SUCH AS DECORATIVE CORNICES, GUTTERS, AND DOWNSPOUTS. BUILDING HEIGHTS ARE INCLUSIVE OF ALL PERMANENT STRUCTURES SUCH AS ELEVATOR PENTHOUSES, PARAPET WALLS, STAIRWAY ENCLOSURES, ANTENNAS, ROOFTOP MECHANICAL & PLUMBING EQUIPMENT AND THEIR ASSOCIATED SCREEN WALLS & ARCHITECTURAL ROOF AND FIREPLACE CHIMNEY FEATURES.
4. ON 'ROW'/'TOWN' HOUSE BUILDINGS, NO BUILDING OR BALCONIES SHALL EXTEND BEYOND THE SOUTH & WEST PROPERTY LINE BULK PLANE EXCEPT FOR FIRST FLOOR PRIVATE TERRACES, DORMERS WITH WINDOWS, FIREPLACE CHIMNEYS AND MISCELLANEOUS VENTS, FLUES, ETC.
5. ANY CELLULAR TELEPHONE EQUIPMENT PLACED ON ANY STRUCTURE MAY ONLY BE INCORPORATED UTILIZING 'STEALTH' DESIGN TECHNIQUES.
6. ENCLOSURES OF TERRACES AND/OR BALCONIES ASSOCIATED WITH RESIDENTIAL BUILDINGS IN THE PUD SHALL BE LIMITED AS SET FORTH IN THIS NOTE 6. FOR PURPOSES OF SUCH LIMITATIONS, A "TERRACE" IS AN EXTERIOR SPACE CONNECTED TO A ROOFTOP UNIT OR A UNIT ON THE FIRST FLOOR OF A RESIDENTIAL BUILDING; AND A "BALCONY" IS AN EXTERIOR SPACE CONNECTED TO ANY UNIT OTHER THAN A FIRST FLOOR OR ROOFTOP UNIT AND A "BALCONY" MAY BE EITHER INSET OR PROJECTING FROM THE BUILDING EXTERIOR. FOR BOTH "TERRACES" AND "BALCONIES", NO CEILING OR ROOFTOP SHALL BE PERMITTED WITH RESPECT TO ANY RESIDENTIAL BUILDING.

   (a) FOR "TERRACES" CONNECTED TO 'ROW'/'TOWN' HOUSE BUILDINGS, NO PERMANENT VERTICAL STRUCTURE OF ANY KIND SHALL BE PERMITTED THAT EXTENDS MORE THAN 42 INCHES ABOVE THE LOWEST ELEVATION OF THE TERRACE.

   (b) FOR "TERRACES" CONNECTED TO RESIDENTIAL TOWER BUILDINGS, NO PERMANENT VERTICAL STRUCTURE OF ANY KIND SHALL BE PERMITTED THAT EXTENDS MORE THAN 6 FEET ABOVE THE LOWEST ELEVATION OF THE TERRACE EXCEPT FOR TRELLISES DESIGNED AS PART OF THE BUILDING.

   (c) FOR "BALCONIES" NO VERTICAL STRUCTURE OF ANY KIND SHALL BE PERMITTED THAT EXTENDS MORE THAN 42 INCHES ABOVE THE FLOOR OF THE BALCONY."
7. ROOF TOP MECHANICAL EQUIPMENT SHALL BE SCREENED BEHIND BUILDING PARAPET WALLS AND GABLE & MANSARD ROOFS
8. TOWER AT RETAIL CENTER BUILDING 2 TO BE +- 20' ABOVE BUILDING ROOF

★ REFER TO SHEETS PUD-5 THROUGH PUD-9 FOR ADDITIONAL DETAIL

No.	Revisions	Date	By	Chk.
3	AMENDMENT 3	03/20/12	JJA	DJM
2	AMENDMENT 2	01/17/08	JB	DF
1	AMENDMENT 1	11/13/06	RS	DF

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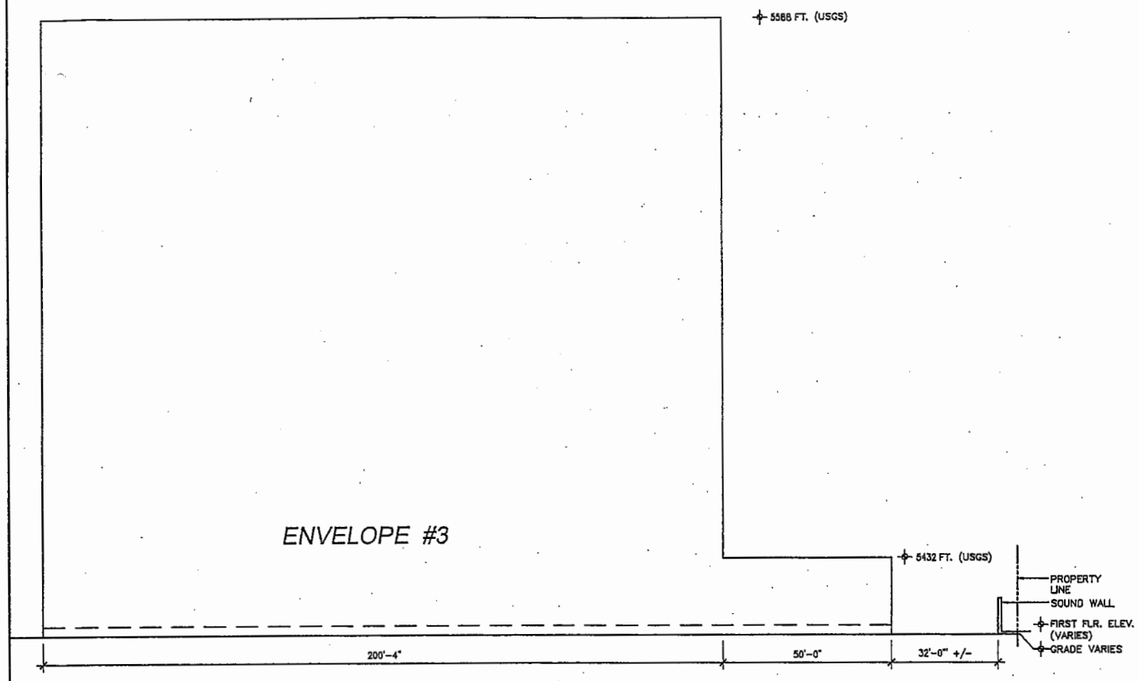
DENVER SEMINARY
AMENDMENT 3
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

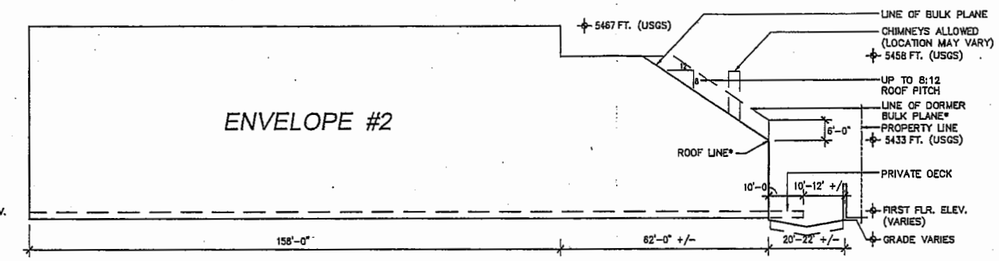
PROPOSED ENVELOPE PLAN
DENVER SEMINARY PUD-AMENDMENT 3
(NW) CORNER OF HAMPDEN AVENUE & UNIVERSITY BOULEVARD — ENGLEWOOD, COLORADO

DRAWN BY: JJA	DATE: 1/20/12	SHEET:
CHECKED BY: DJM	PROJECT#: 11-0050	PUD-3



BULK PLANE SECTION #3

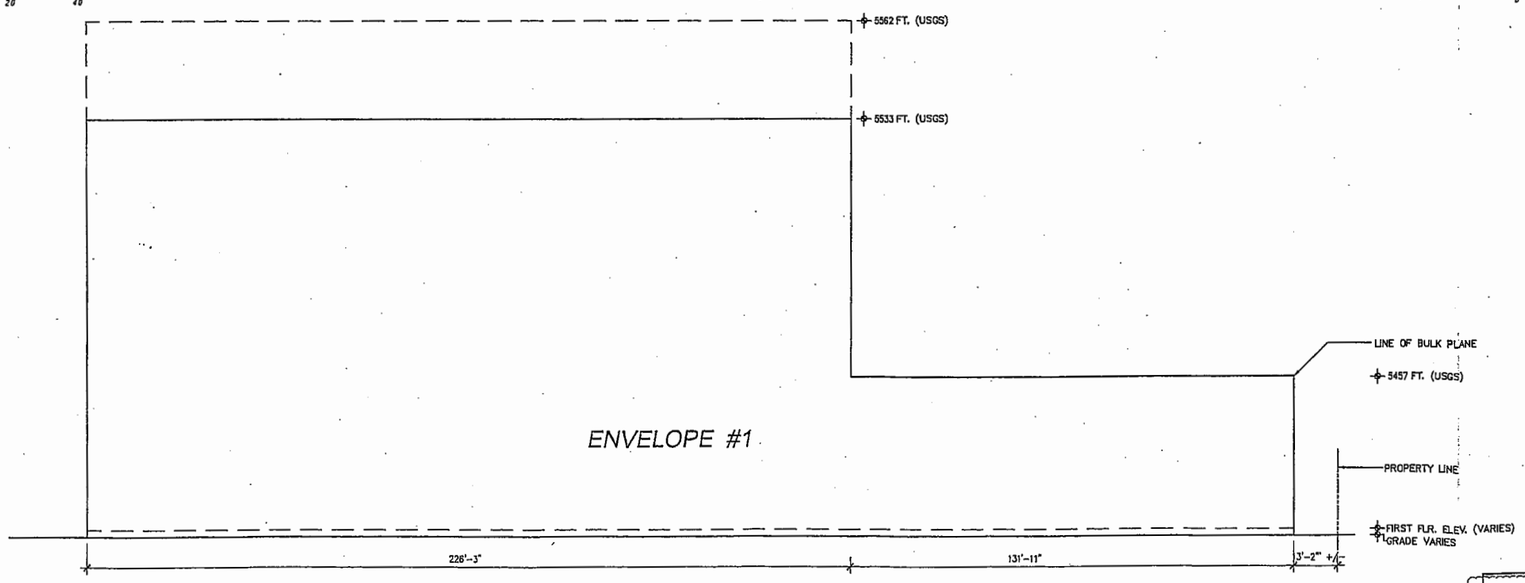
SCALE: 1"=20'-0"



BULK PLANE SECTION #2

SCALE: 1"=20'-0"

*NOTE-DORMERS SHALL NOT CONTAIN OCCUPIABLE SPACE WITHIN THE DORMER BULK PLANE AREA. DORMERS MAY COVER 30% OF INDIVIDUAL ROOF SURFACES AND MAY NOT BE CONTINUOUS. MAXIMUM WIDTH OF THE DORMER TO BE 8'-0".



BULK PLANE SECTION #1

SCALE: 1"=20'-0"

regency centers

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3	AMENDMENT 3	03/20/12	JJA	DJM
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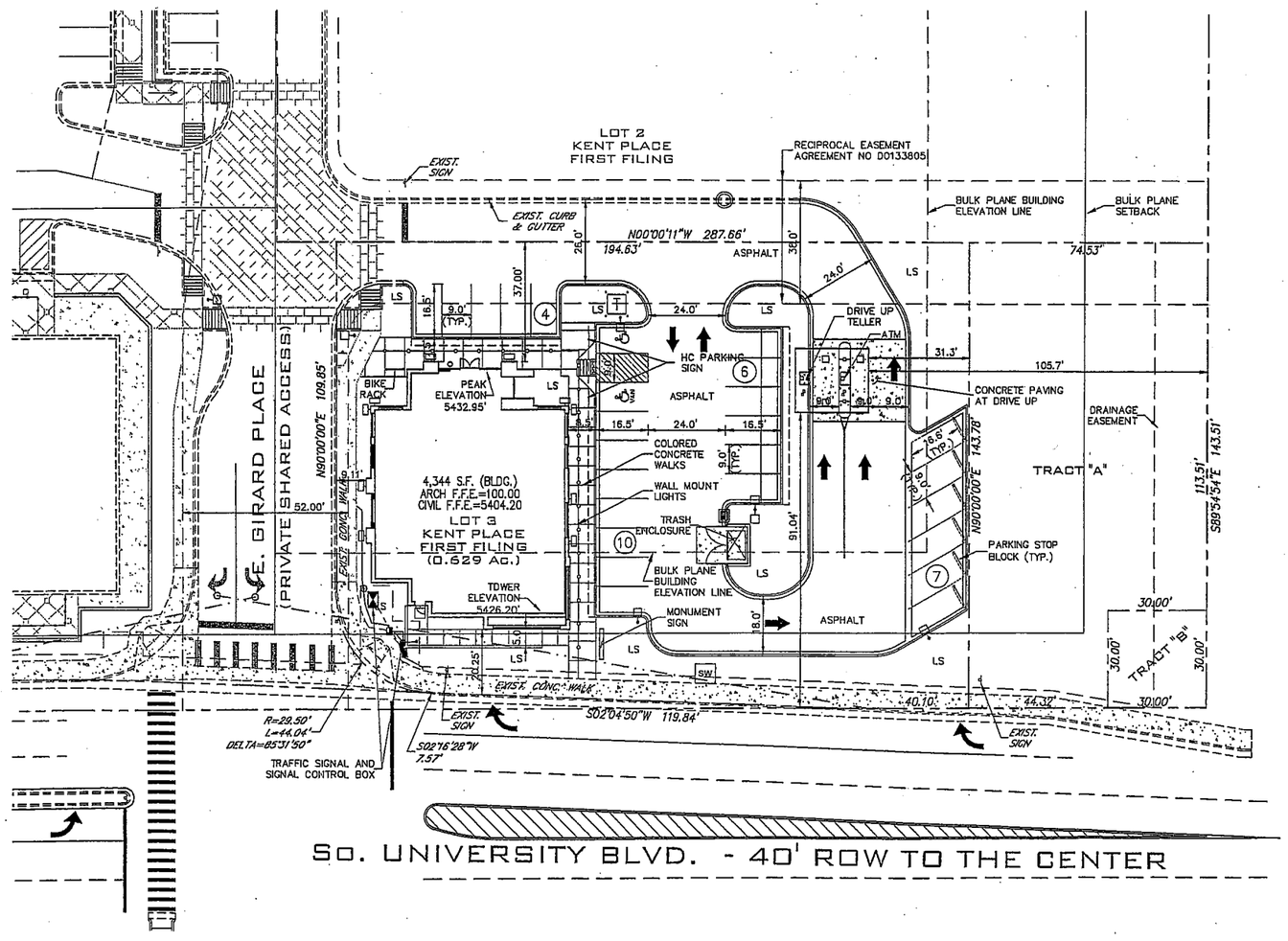
BULK PLANE SECTIONS

DENVER SEMINARY PUD-AMENDMENT 3

(NW) CORNER OF HAMPDEN AVENUE & UNIVERSITY BOULEVARD — ENGLEWOOD, COLORADO

DRAWN BY: JJA	DATE: 1/20/12	SHEET:
CHECKED BY: DJM	PROJECT#: 11-0050	PUD-4

DENVER SEMINARY
AMENDMENT (3)
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO



LEGEND

- PROPERTY LINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HANDICAP PARKING STALL
- PROPOSED HC ACCESS ROUTE
- (3) PROPOSED PARKING COUNT PER ROW
- PROPOSED LINE OF SIGHT
- HEAVY DUTY CONCRETE

NORTH

20 0 10 20
SCALE: 1" = 20'-0"

SITE PLAN (LOT 3)
DENVER SEMINARY PUD-AMENDMENT 3

(NW) CORNER OF HAMPDEN AVENUE & UNIVERSITY BOULEVARD — ENGLEWOOD, COLORADO

DRAWN BY: JJA	DATE: 1/20/12	SHEET:
CHECKED BY: DJM	PROJECT#: 11-0050	PUD-5

regency centers

No.	Revisions	Date	By	Chk
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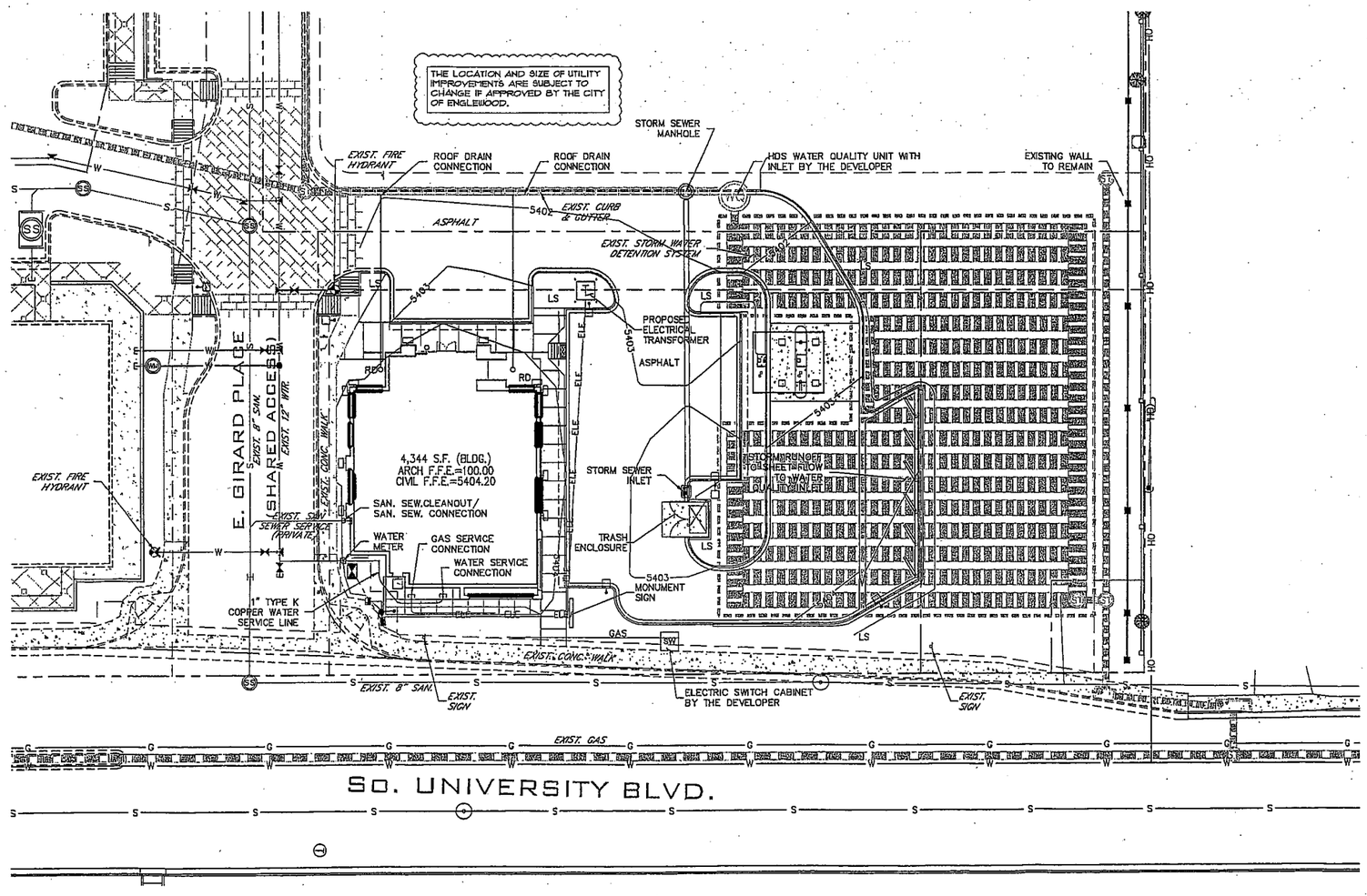
AMENDMENT (3)
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO



LEGEND

- PROPERTY LINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- S — PROPOSED SANITARY LINE
- S — EXISTING SANITARY SEWER
- WTR — PROPOSED WATER SERVICE LINE
- WTR — EXISTING WATER LINE
- GAS — PROPOSED GAS SERVICE LINE
- ELE — PROPOSED ELECTRIC LINE
- EXISTING FIRE HYDRANT
- PROPOSED SITE LIGHTING
- RD — ROOF DRAIN
- T — PROPOSED TRANSFORMER

NORTH

20 0 10 20
SCALE: 1" = 20'-0"

UTILITY PLAN (LOT 3)

DENVER SEMINARY PUD-AMENDMENT 3

(1st) CORNER OF HAMPDEN AVENUE & UNIVERSITY BOULEVARD — ENGLEWOOD, COLORADO

DRAWN BY: JJA	DATE: 1/20/12	SHEET:
CHECKED BY: DJN	PROJECT#: 11-0050	PUD-6

regency centers

No.	Revisions	Date	By	Chk
3	AMENDMENT 3	03/20/12	JJA	D.M.
2	AMENDMENT 2	01/17/08	JB	DF
1	AMENDMENT 1	11/13/06	RS	DF

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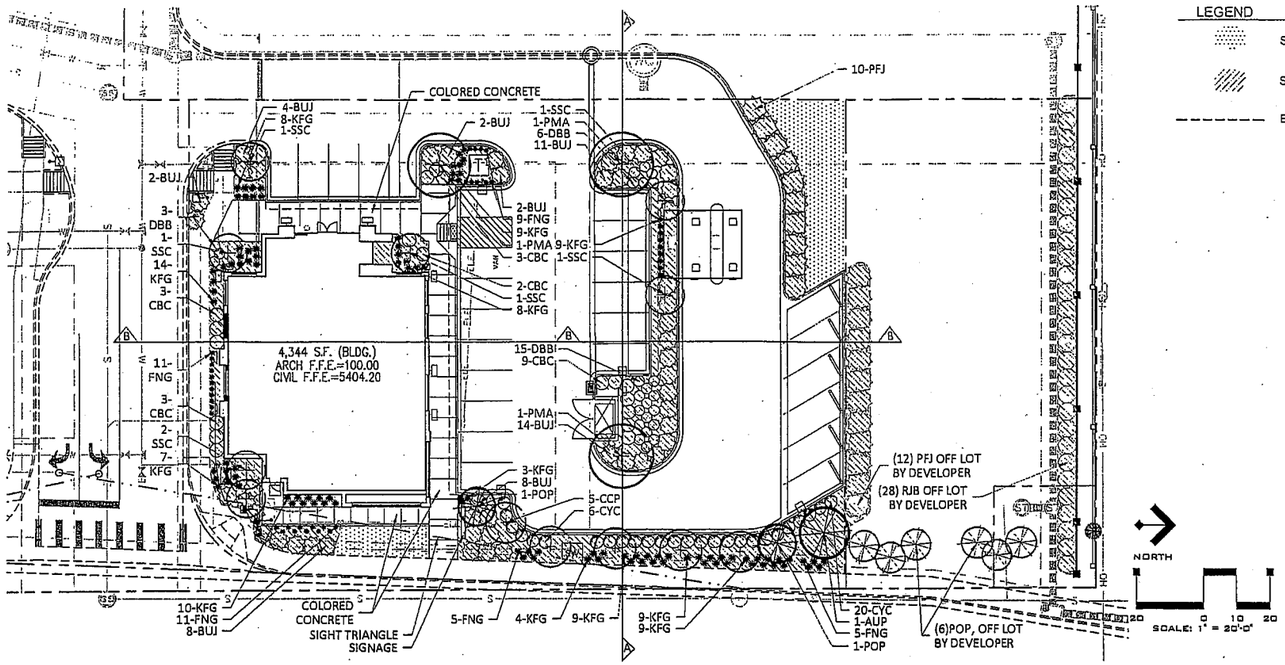
DENVER SEMINARY
AMENDMENT (3)
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

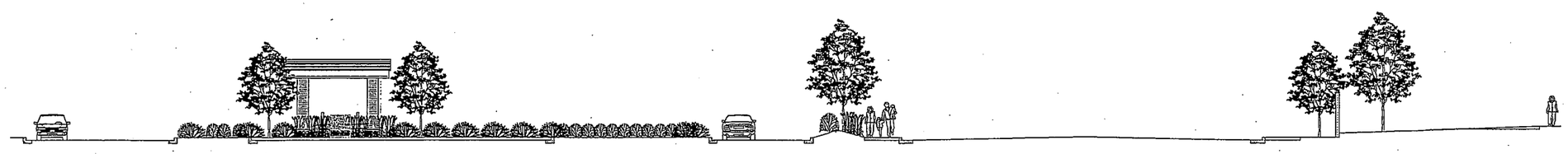


LEGEND

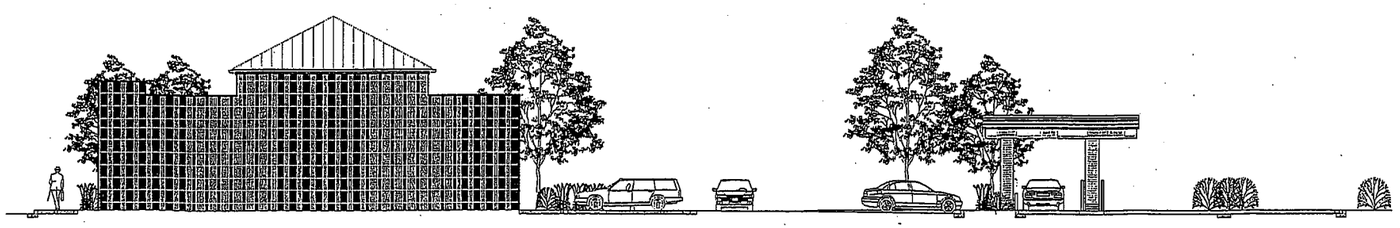
- SOD
- STONE COBBLE MULCH
- EDGER

PLANT SCHEDULE

QUAN.	SYM.	COMMON/BOTANICAL NAME	INSTALLED SIZE	
DECIDUOUS TREES				
3	PMA	PATMORE ASH Fraxinus pennsylvanica 'Patmore'	2.5" CAL. SINGLE TRUNK	FULL CROWN, B&B, STAKED SPECIMEN QUALITY
EVERGREEN TREES				
1	AUP	AUSTRIAN PINE Pinus nigra	6' HT.	FULL FORM, B&B SPECIMEN QUALITY, GUYED
2	POP	PONDEROSA PINE Pinus ponderosa	6' HT.	FULL FORM, B&B SPECIMEN QUALITY, GUYED
ORNAMENTAL TREES				
5	CCP	CHANTICLEER PEAR Pyrus calleryana 'Chanticleer'	2.5" CAL. SINGLE TRUNK	STRAIGHT TRUNK, B&B SPECIMEN QUALITY, STAKED
7	SSC	SPRING SNOW CRABAPPLE Malus sp. 'Spring Snow'	2.5" CAL. SINGLE TRUNK	STRAIGHT TRUNK, B&B SPECIMEN QUALITY, STAKED
EVERGREEN SHRUBS				
50	BUJ	BUFFALO JUNIPER Juniperus sabina 'Buffalo'	5 GAL. 18"-24" SPREAD	
20	CBC	CORAL BEAUTY COTONEASTER Cotoneaster dammeri 'Coral Beauty'	5 GAL. 18"-24" HT.	
26	CYC	CRANBERRY COTONEASTER (HEDGE) Cotoneaster apiculatus	5 GAL. 18"-24" HT.	
10	PFJ	PFITZER JUNIPER Juniperus chinensis fpitzeriana	7 GAL. 18"-24" HT.	
DECIDUOUS SHRUBS				
24	DBB	DWARF BURNING BUSH Euonymus alala 'Compacta'	5 GAL. 18"-24" HT.	
ORNAMENTAL GRASSES				
109	KFG	KARL FOERSTER FEATHER REED Calamagrostis acuti. 'Karl Foerster'	5 GAL. ESTABLISHED	
31	FNG	DWARF FOUNTAIN GRASS Pennisetum alopecuroides "Hameln"	5 GAL. ESTABLISHED	MATURE HT. 24"
OFF LOT BY DEVELOPER EVERGREEN TREES				
6	POP	PONDEROSA PINE Pinus ponderosa	6' HT.	FULL FORM, B&B SPECIMEN QUALITY, GUYED
EVERGREEN SHRUBS				
12	PFJ	PFITZER JUNIPER Juniperus chinensis fpitzeriana	7 GAL. 18"-24" HT.	
DECIDUOUS SHRUBS				
28	DBB	REDLEAF JAPANESE BARBERRY Berberis thunbergii 'Atropurpurea'	5 GAL. 18"-24" HT.	



(A) SECTION A
SCALE: 1"=10'



(B) SECTION B
SCALE: 1"=10'

SITE DATA

TOTAL SITE AREA: 27,402 SF (.62 ACRES)
LANDSCAPE AREA
REQUIRED: 6,851 S.F.
PROVIDED: 7,516 S.F. (.17 ACRES)
INCLUDES 1,853 S.F. OF COLORED CONCRETE WALK

TREES REQUIRED: 11 PROVIDED: 18
1 TREE / 325 S.F.

SHRUBS REQUIRED: 55 PROVIDED: 270
1 TREE / 325 S.F.

DOES NOT INCLUDE TREES AND SHRUBS OFF LOT BY DEVELOPER.

TREES BETWEEN PRINCIPAL
STRUCTURE AND CURB REQUIRED: 9
PROVIDED: 10

SHRUBS BETWEEN PRINCIPAL
STRUCTURE AND CURB REQUIRED: 61
PROVIDED: 114

NOTE:
AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM DESIGNED TO SUPPLY WATER TO ALL TURF, SHRUBS, GRASSES, PERENNIALS AND TREES LOCATED WITHIN THE PROJECT AREA SHALL BE SUPPLIED AND INSTALLED THROUGH DESIGN BUILD. THE SYSTEM SHALL MAKE USE OF DRIP, TRICKLE, SUBTERRANEAN AND OTHER WATER CONSERVING IRRIGATIONS METHODS.

LANDSCAPE PLAN (LOT 3)
DENVER SEMINARY PUD-AMENDMENT 3
(NW) CORNER OF HAMPDEN AVENUE & UNIVERSITY BOULEVARD ENGLEWOOD, COLORADO

DRAWN BY: JJA	DATE: 1/20/12	SHEET:
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No.	Revisions	Date	By	Chk
3	AMENDMENT 3	03/20/12	JJA	DJM
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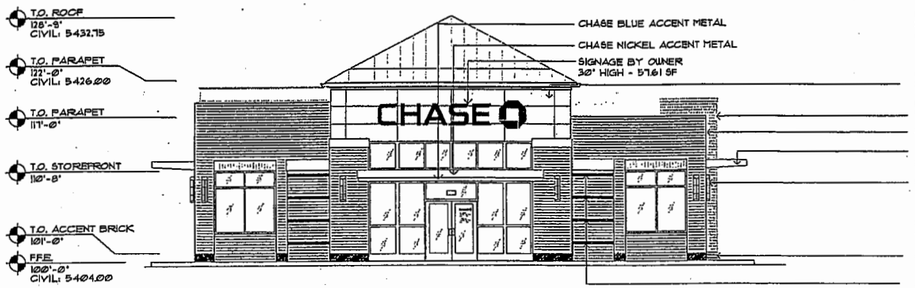
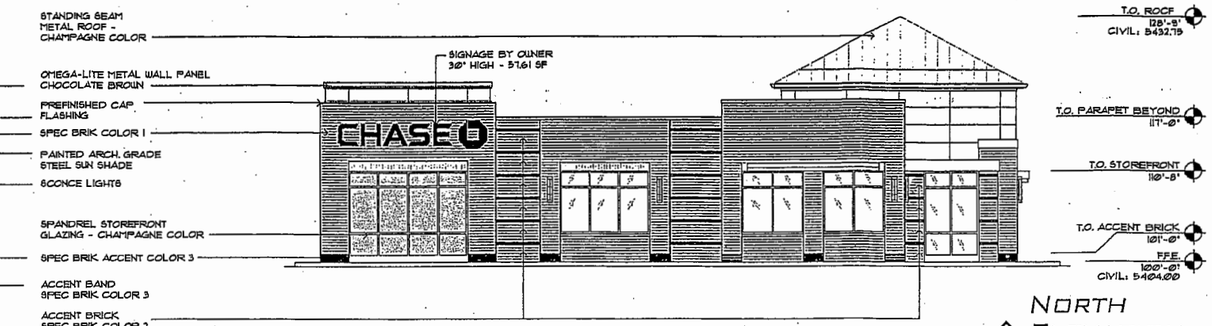
DENVER SEMINARY
AMENDMENT (3)
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

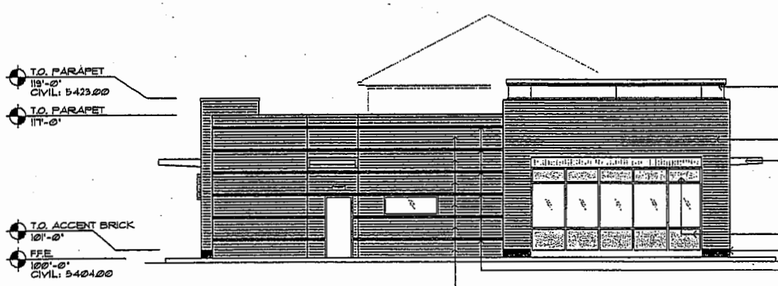


WEST ELEVATION
01 SCALE: 1/8" = 1'-0"



NOTE: ALL MATERIALS TO MATCH THE OTHER RETAIL BUILDING MATERIALS PREVIOUSLY APPROVED.

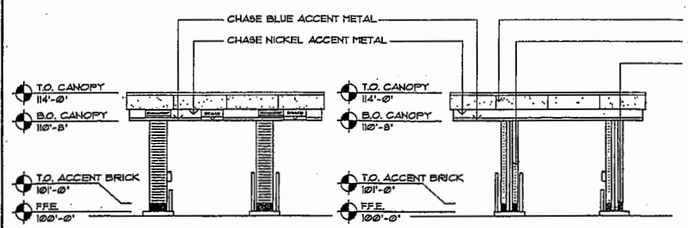
NORTH ELEVATION
02 SCALE: 1/8" = 1'-0"



EAST ELEVATION
03 SCALE: 1/8" = 1'-0"

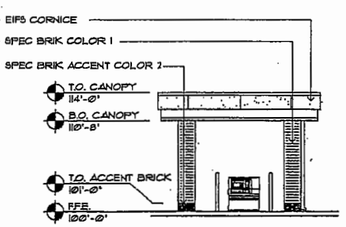
SPECIFIC TENANT SIGNS AS SHOWN ARE ILLUSTRATIVE TO INDICATE THE GENERAL SIZE AND LOCATION OF BUILDING AND MONUMENT SIGNAGE. ANY PROPOSED SIGNAGE SHALL ADHERE TO THE SIGNAGE REQUIREMENTS ON SHEET PUD-2.

SOUTH ELEVATION
04 SCALE: 1/8" = 1'-0"

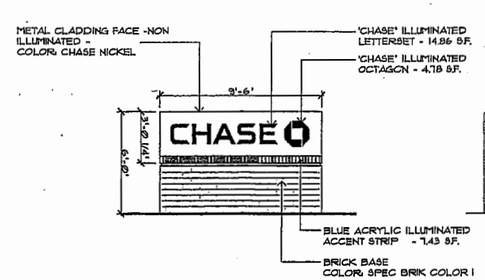


DRIVE UP EAST ELEVATION
05 SCALE: 1/8" = 1'-0"

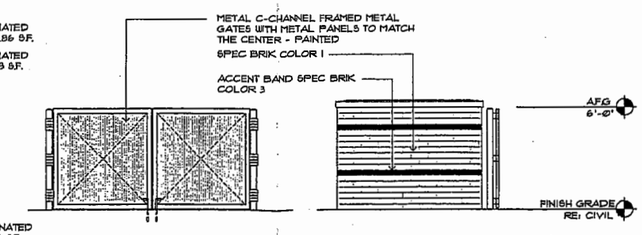
DRIVE UP WEST ELEVATION
06 SCALE: 1/8" = 1'-0"



DRIVE UP NORTH ELEVATION - SOUTH SIM.
07 SCALE: 1/8" = 1'-0"



CHASE - M25 - 6' MONUMENT SIGN
05 SCALE: 1/4" = 1'-0"



TRASH ENCLOSURE ELEVATION
09 SCALE: 1/4" = 1'-0"

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ARCHITECTURE
ENGINEERING PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

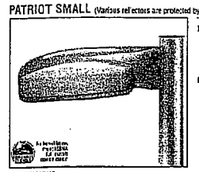
DENVER SEMINARY
AMENDMENT (3)
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

BUILDING ELEVATIONS (LOT 3)
DENVER SEMINARY PUD-AMENDMENT 3

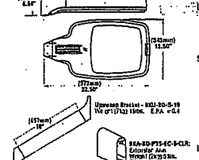
(NW) CORNER OF HAMPDEN AVENUE & UNIVERSITY BOULEVARD — ENGLEWOOD, COLORADO

DRAWN BY: JJA	DATE: 1/20/12	SHEET:
CHECKED BY: DJM	PROJECT#: 11-0050	PUD-8

PATRIOT SMALL (Various reflectors are protected by U.S. Patent No. 6,494,2 /6.)



DIMENSIONS



HOUSING - One-piece, die-cast aluminum in a multi-radiused, rectangular design with mounting arm cast in as an integral part of the housing. All hardware is stainless steel or aluminum pivot steel.

DOOR FRAME - The Patriot Small has a one-piece, die-cast aluminum door frame which secures to the housing with a hinge bracket. An integral over-center latch allows easy tool-free access. Door frame may then be easily removed from housing. Door is provided with a catch mechanism that limits door swing. A one-piece extruded silicone gasket seals the door frame against the housing. The standard housing/door seal design prevents external contaminants from entering the fixture.

LENS/GASKET - The Patriot Small is available with a tempered flat clear glass lens. A one-piece extruded silicone gasket seals the lens to the die-cast aluminum door frame.

SOCKETS - Porcelain medium-base sockets are supplied on fixtures 150 watt HID and below. Pseudo-in mogul-base sockets are supplied on 175, 250, and 320 watt HID fixtures. All HID sockets are factory provided with a glazeweld plug for the ballast, and are pulse-rated. The Compact Fluorescent fixtures feature a one-piece thermoplastic socket.

LIGHT SOURCES - Pulse-Start Metal Halide, Ceramic Metal Halide, Metal Halide, High Pressure Sodium or single or double Compact Fluorescent lamps. A clear HID lamp is supplied as standard. A coated, 4100K CFL lamp is supplied as standard.

BALLASTS - HID high-power factor ballasts, designed for -30°F operation. Optional HID Quick Connect package includes supply wiring plug module plugs for easy ballast wiring and a removable ballast tray. Compact Fluorescent ballasts are electronic universal voltage (120-277V 50/60Hz) or 347V (60Hz). 0°F start rating. Available battery back-up of 90 (32° starting temperature) and CVS3 (0° starting temperature) are 120 or 277 voltage for U.S. application for 42 watt lamps. Consult factory for available voltages and voltages for use in Canada.

REFLECTORS/DISTRIBUTION PATTERNS - The Patriot Small is available with a wide variety of reflectors, including Type II (T2), Type III (T3), Type V (F5), and Forward Throw (FT and FTM). All reflectors are field-rotatable, enabling generous flexibility in distribution patterns, without fixture movement. Photometric data is tested in accordance with IESNA guidelines.

BRACKETS - The integral cast mounting arm is flat, for square pole applications. The fixture may also be mounted to round poles using the round pole adapter accessory (RPPC), which must be ordered separately. An extended 6" arm extension is available (but not supplied) for 090°, 090°, 180° and 180/120° fixture configurations. A locking nut secures two through bolts and a tie retaining plate to the pole, stabilizing it for easy fixture mounting.

SHIELDING - External House Side Shields are available for field installation with Types 2, 3, and FT distributions.

FINISHES - Each fixture is finished with LSI's DuraGrip™ polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling, and is guaranteed for five full years. Standard colors include bronze, black, buff, white, satin verde green, platinum plus, graphite and metallic silver.

PHOTOMETRICS - Please visit our web site at www.lsi-industries.com for detailed photometric data.

LUMINAIRE EPA CHART - Patriot Small -		
	Single	Fixtures
90°	0.196"	1.1
90°	0.196"	2.2
120°	0.196"	1.6
180°	0.196"	2.7
180/120°		2.6
90°	0.196"	3.2

NOTE: House Side Shield (HS) is Flat Glass EPA. Consult factory.

SHIPPING WEIGHTS - Patriot Small				
Catalog Number	Est. Net Wt. (lbs.)	Length (inch.)	Width (inch.)	Height (inch.)
PTHS	13.2/23	23.25+1/2	20+15-1/2	20+9

IP65* (UL LISTED) — *Lamp Compartment Only

04/20/10 — Project Name — Fixture Type P1 & P2
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674-WP SERIES

Exterior Wall Luminaire Luminous Sconce

DESCRIPTION

674 Luminous Wall Sconce features horizontal cast lens with a vertical flat detail and is ADA compliant. Design options, such as perforated metal, opal cast acrylic, and different lens and configurations are available.

Catalog #	Type
Project	
Comments	Date
Prepared by	

SPECIFICATION FEATURES

Material
Painted solid aluminum with a matte white acrylic diffuser with a recessed aluminum perf shield. Wet location lamp and ballast housing with 1/8" clear acrylic diffuser.

Finish
Premium TGIC polyester powder coat finish, 2.5 mil nominal thickness for superior protection against fade and wear. Standard, Clear Anodized Aluminum (CAL), Premium White (WH), Black (BK), Grey (GY), Silver Metallic (SM), Gold Metallic (GM), Bronze Metallic (BM), Dark Platinum (DP), Graphite Metallic (GRM) or Custom Color (CC).

Optics
Refer to www.cooperlighting.com for complete photometrics.

Ballast
Integral electronic HPF round-volt 120/277V (347V Canada), thermally protected with end-of-life circuitry to accommodate the specified lamp wattage.

Lamp / Socket
21" Tube (T) 14W T5 linear miniature bi-pin fluorescent lamps. 40" Tube (T) 28W T5 linear miniature bi-pin fluorescent lamps. 55" Tube (T) 39W T5 linear miniature bi-pin fluorescent lamps. Fluorescent socket injection molded plastic. Lamps furnished by others.

Installation
Supplied with a mounting back tie or a standard 4" J-box or stucco ring.

Options
Modified Lamp - Contact factory. Alternative Trim Size or Part Accent Design - Contact factory. Green Glass Acrylic (GGA). Energy Star Rating - Contact factory.

Labels
U.L. and C.U.L. listed for wet location. ADA compliant.

Modifications
Shapiro's skilled craftsmanship adds their depth of experience offer the designer the flexibility to modify standard exterior wall luminaires for project specific solutions. Contact the factory regarding size options, unique finishes, mounting, additional material/colors, or decorative detailing.

ORDERING INFORMATION

Sample Number: 674 WP 16-T5/2/26-32/W CAL

Product	Size	Lamp	Voltage	Finish	Options
674 WP = Aluminum Wall Sconce	16" = 16" 22" = 22" 32" = 32"	T5/2/26 ¹ T5/2/32 ¹ T5/2/26 ²	120V 277V 347V	Standard CAL = Clear Anodized Aluminum Custom CC = Custom Color BK = Black WH = Bronze Matte Bk GM = Gold Metallic GRM = Graphite Metallic DP = Dp Pltnum SM = Silver Metallic WH = Wh Mt	GGA = Green Glass Acrylic

¹ Available in 2".
² Available in 3".
³ Standard T5/2/26 lamp shown in photo. Alternate lamp available in 2" or 3" tube. Consult factory for other lamp options.

ADA — Shapiro's 674 Wall Sconce is available for ADA compliant applications. Consult factory for ADA compliant lamp options, such as 2" or 3" tube lamp. Consult factory for other lamp options.

AMERICAN DISABILITIES ACT (ADA)
Unless otherwise specified, all fixtures are designed to meet the requirements of the American Disabilities Act (ADA) as of the date of manufacture. Refer to www.access-board.gov/ada.htm for more information.

ENERGY STAR
Shapiro's new offers a wide variety of fixtures that are Energy Star labeled. Consult factory for Energy Star Ratings.

Refer to W.E.E.E. Directive 2002/96/EC for information on disposal of this product.

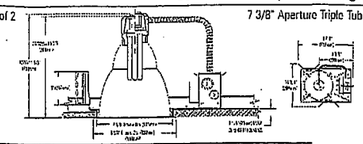
COOPER Lighting — www.cooperlighting.com

Specifications and dimensions subject to change without notice. Contact your representative for additional options and finishes.

A2000-0804
JANUARY 10 2010

Calculite® CFL Open Downlight 8022

Page 1 of 2 — 7 3/8" Aperture Triple Tube Vertical Lamp



Reflector Trim	
8022 CCLW	Comfort Clear®, White Flange
8022 CCLP	Comfort Clear®, Flat Silver Flange
8022 CCL	Comfort Clear®, Matte White Ring
8022	Add suffix. See options for other finish.

Frame-In Kit
571328U 7" aperture, 1 lamp 32W Triple Tube CFL (120/277V) 4-Pin Ballast
571328U 7" aperture, 1 lamp 26/32W Triple Tube CFL (120/277V) 4-Pin Ballast
571328U 7" aperture, 1 lamp 26/32/42W Triple Tube CFL (120/277V) 4-Pin (Amalgam)

Dimming Options:
571328 [ ] a = 571328 [ ]
CH3 Lutron Hi-Lume® 2% Dimming (120/277V) — JH3D3 Lutron 5% Dimming (120V)
JH1D3 Lutron 5% Dimming (277V) — JH3D3 Mark 7 Dimming (120/277V)
JH4K Mark 10 Dimming (277V) — JH4K Mark 10 Dimming (120V)
Other dimming products available, please contact factory

Remodeler Frame-In Kits
312SRDUM 7" aperture, 1 lamp 26W Triple Tube CFL (120/277V) 4-Pin (Amalgam)
312SRDUM 7" aperture, 1 lamp 26/32W Triple Tube CFL (120/277V) 4-Pin (Amalgam)
312SRDUM 7" aperture, 1 lamp 26/32/42W Triple Tube CFL (120/277V) 4-Pin (Amalgam)

Features

1. Reflector: Hi-gloss, Alzak® aluminum, 99% specular reflective lamp and lamp image, made in Shapiro Optics Corporation's state-of-the-art facility. Self-aligning reflector with molded screw inserts and pivot stud.
2. Socket Cup: Thermoset polyester heat and moisture resistant. Snap-in socket assembly to assure continuously correct vertical alignment without tools.
3. Mounting Frame: Galvanized steel for dry or plaster ceilings. Accepts up to 6" Type Nm or equivalent cable. Accepts 1/2" EMT.
4. Retaining Springs: Precision-coated steel blades springs assure effortless removal or replacement of lamp without tools.
5. Mounting Brackets: 16 ga. steel. Adjust from inside of fixture, the 3/4" or 1 1/2" hat-way element. 1/2" UNI, or optional mounting rivet.
6. Ballast: U-Boat Electronic 120/277V UL Listed for lamp starts and wattage at the max of 90°F. "Z-AIRS", 90% copper conductors. Galvanized mounted to reduce heat. Sensor and remote amp military and HID. Sensor have better control.

Electrical

Meet the requirements for ballast, electrical, data and lamps based on compatibility and/or in "Electrical" specifications sheet for complete electrical data.

UL Listed for Damp Location (Wet Location) per the current UL File 12 2000. 90 degree C supply conductors.

Options and Accessories

Comfort Clear® Finishes²		Other Finishes	
Chlorine	CCD	White	WH
Champagne Bronze	CCC	Special Clear	CL
Pewter	CPW		

²Specify desired finish. WH White, P Flat Silver, Black - Matte Ring

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Options and Accessories (continued)

Emergency Lig. Kits	
1 Lamp Fluor. Ballast Emergency	FA EM24*
2 Lamp Fluor. Ballast Emergency	FA EM4*
Incandescent Ballast	4 ful watt + F
Battery Pack	Plexstar Trim Ring CAIFL
Remote Fluorescent	Accessories EM*
Lamp Fluorescent	Ulm FA12, D.L.C.

*See Spec Sheet FA24, FA4.
Mounting Bars & Accessories See Specification Sheet VBA.
Recess Ceiling Adapters see Specification Sheet SCA.

Labels

UL, CUL, L3 EW

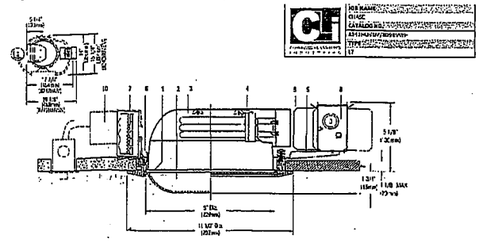
Alzak® is a registered trademark of ALCOA.

Job Information — Type: L6A
Job Name:
Cat. No.: 8022 CCLW
Lamp(s): 1 LAMP 32W TRIPLE TUBE CFL
Notes:

PHILIPS LIGHTOLIER®

Calculite® Compact Fluorescent Lensed Downlight 8098

Page 1 of 2 — 8 3/4" Aperture (2) 26/32/42W Triple Tube Vandal / Wet Location



Ceiling Cutout: 10 1/4" (257 mm) Dia.

Reflector Trim		Frame-In Kit		Lamp
8098VWH	Black Lens / White Flange	8098RDV	120/277V Universal	(2) 26/32/42W Triple Tube
8098RDVWH	Drop Lens, 4 in. / 102 mm Flange	8098RDVEU	120/277V Universal Dimming	Only
		8098RDVNES	120/277V Universal Emergency Switch	
		8098RDVEM	120/277V Universal Emergency	

Features

1. Reflector Ring: Die-cast aluminum matte white finish. Sealed non-yellowing silicone provides the most reliable seal. Simple tool-free tool access allows for quick and easy lens cleaning.
2. Lens: High impact acrylic, semi translucent diffuser. Acrylic lens is High Lens (8098RDVWH) and Drop Lens (8098RDVWH).
3. Reflector: Hi-Gloss aluminum, clear semi-specular finish.
4. Socket Bracket: Die-cast aluminum. Attaches and locks without tools, assures proper vertical alignment of lamps.
5. Mounting Frame: Die-cast aluminum for dry or plaster ceilings.
6. Retaining Springs: Stainless steel springs assure easy tool-free lamp removal for inspection and maintenance.
7. Mounting Brackets: 16 ga. steel. 4 knockouts for conduit entries. Use 3/4" or 1 1/2" (19 mm or 38 mm) hat-way element, or optional 1/2" (13 mm) rivet.
8. Junction Box: 14 ga. steel. 6" (152 mm) x 3 1/2" (89 mm) x 2 1/2" (64 mm). Provides ample room for wire. UL certified for through branch circuit wiring with wires up to 8 no. 12, 20° C conductors.
9. Electronic Ballast: High Power Factor. Rated by protected class "P", no visible flicker on starting, internally fused and thermally protected for long end-of life. Sound rated "A". Designed for normal voltage at both line-side of fixture. Separate Building Emergency Circuit is required with two separate circuits.
10. Emergency Battery Pack: Frame-In Kit Electronic. Fully enclosed and protected rechargeable nickel cadmium battery replaceable from below. Test switch can change light output in order to install recessed switch box with 4 1/2" dia. mounting screw pitch. Switch box and charger kit can be installed up to 50 feet from fixture. One lamp (1 x 4 watt) rated at 90 lumens of 450 lumens, 5/31 32/26 and 7/50 (4/90). Light output for 90 minutes when power fails.

Options and Accessories

Mounting Bars:	See specification sheet "VBA"
Filter Anchor Clips:	See specification sheet "VBA"
Fuse (Slow Blow):	Add suffix "F"
Emergency Lig. Kits:	FA24EM, FA4EM4 (See "EM24" specification sheet)

Electrical

For electrical data, lamp data, ballast data & ballast compatibility, refer to "Ballast" specification sheets.

Labels

UL Listed for Wet Location
NEMA 4 Watertight

Job Information — Type:
Job Name:
Cat. No.:
Lamp(s):
Notes:

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No.	Revisions	Date	By	Chk.
3	AMENDMENT 3	03/20/12	JJA	DJM
2	AMENDMENT 2	01/17/08	JB	DF
1	AMENDMENT 1	11/13/06	RS	DF

regency centers

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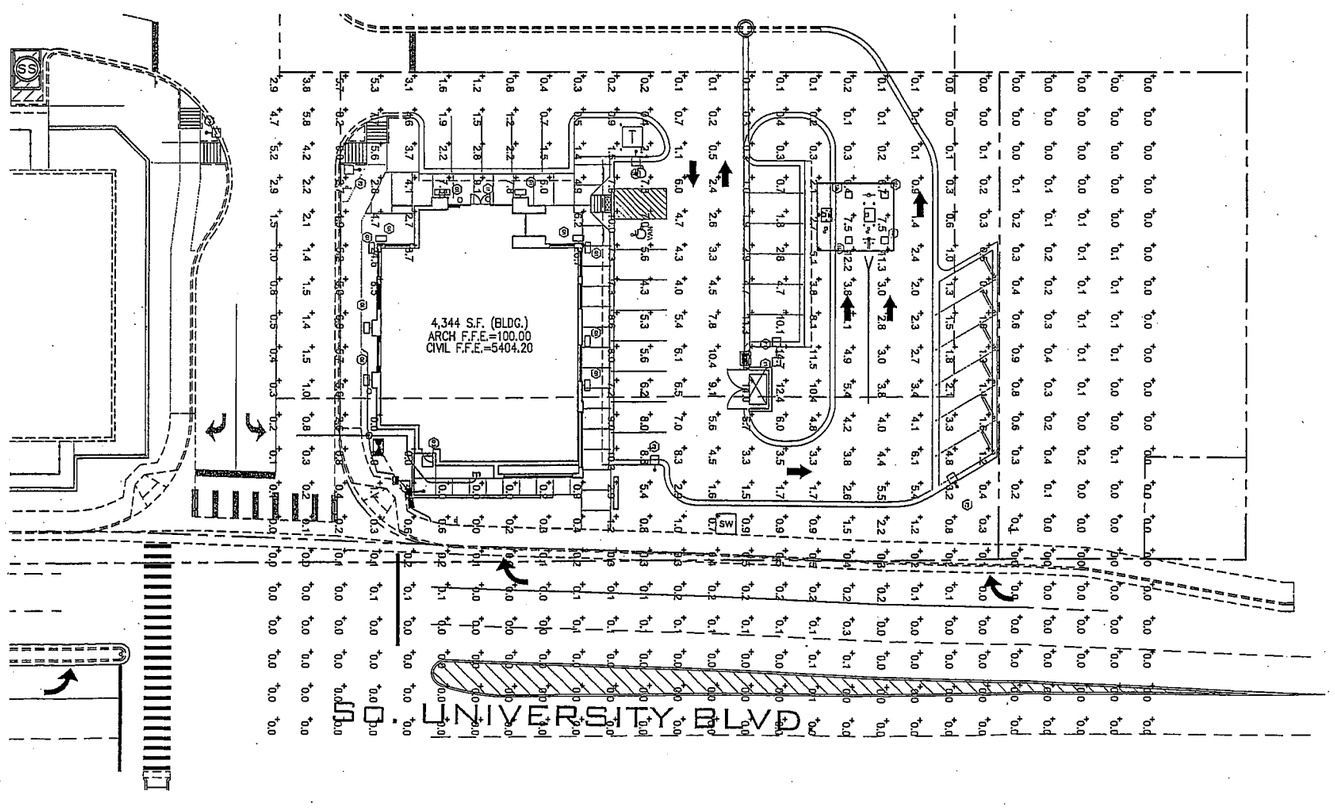


Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	L6A	4	8022CCLW	CALCULITE 7" APERTURE RECESSED DOWNLIGHT COMFORT CLEAR FINISH TRIM	32W PLT CFL LAMP	8098VWH.IES	2400	1.00	36
	L7	1	8098VWH	CALCULITE 8 3/4" APERTURE CFL RECESSED LENSED DOWNLIGHT VANDAL/WET LOCATIONS WITH FLUSH LENS	2-32W PLT CFL LAMPS, GX24Q BASE, 2400 LMS	8098VWH.IES	2400	1.00	72.1
	P1	2	PTHS-3-250 -PSMH-F	PATRIOT	1-250 WATT PULSE-START CLEAR U	PTHS-3-250 -PSMH-F.IES	22,000	1.00	291
	P2	5	PTHS-FT-250 -PSMH-F-HSS	PATRIOT	1-250 WATT PULSE-START CLEAR U	PTHS-FT-250 -PSMH-F-HSS.IES	22,000	1.00	291
	Q1	10	674-WP-13-T5/2/21	COOPER 674 LUMINOUS WALL SCONCE 42"	2-21 WATT CLEAR CFL VERT	674-WP-31-T5/2/14.IES	3,200	1.00	420
	Q2	1	PTWS-FTM-12 -CFL2 F-120V	PATRIOT	2-12 WATT CLEAR CFL HOR	PTWS-FTM-12 -CFL2-F.IES	3,200	1.00	84

Description	Symbol	Avg	Max	Min	Max/Min	Ave/Min
OVERALL SITE	+	1.7 fc	18.0 fc	0.0 fc	N/A	N/A
DRIVE THRU CANOPY	+	7.7 fc	12.3 fc	2.6 fc	4.7:1	3.0:1
PARKING AREAS	+	4.1 fc	12.1 fc	0.2 fc	60.5:1	20.5:1

GENERAL NOTES:

1. ALL LIGHT FIXTURES ARE TO BE FULL CUT OFF AND MEET THE REQUIREMENTS OF THE CITY OF ENGLEWOOD DEVELOPMENT CODE. FIXTURE HEIGHTS ARE NOT TO EXCEED 21 FEET.
2. THE PHOTOMETRIC GRID HAS 10FT x 10FT. SPACING AND IS MEASURED AT GROUND LEVEL.
3. ALL LIGHTING FOR THIS SITE IS INCLUDED IN, AND SHOWN ON THIS PLAN. NO OTHER LIGHTING WILL BE ADDED TO THE SITE WITHOUT WRITTEN APPROVAL FROM THE CITY OF ENGLEWOOD AFTER A REVIEW OF A NEW PHOTOMETRIC PLAN.
4. THIS PHOTOMETRIC USES A LIGHT LOSS FACTOR OF 1.0.

NORTH — 20 0 10 20 — SCALE: 1" = 20'-0"

PHOTOMETRIC PLAN (LOT 3)
DENVER SEMINARY PUD-AMENDMENT 3

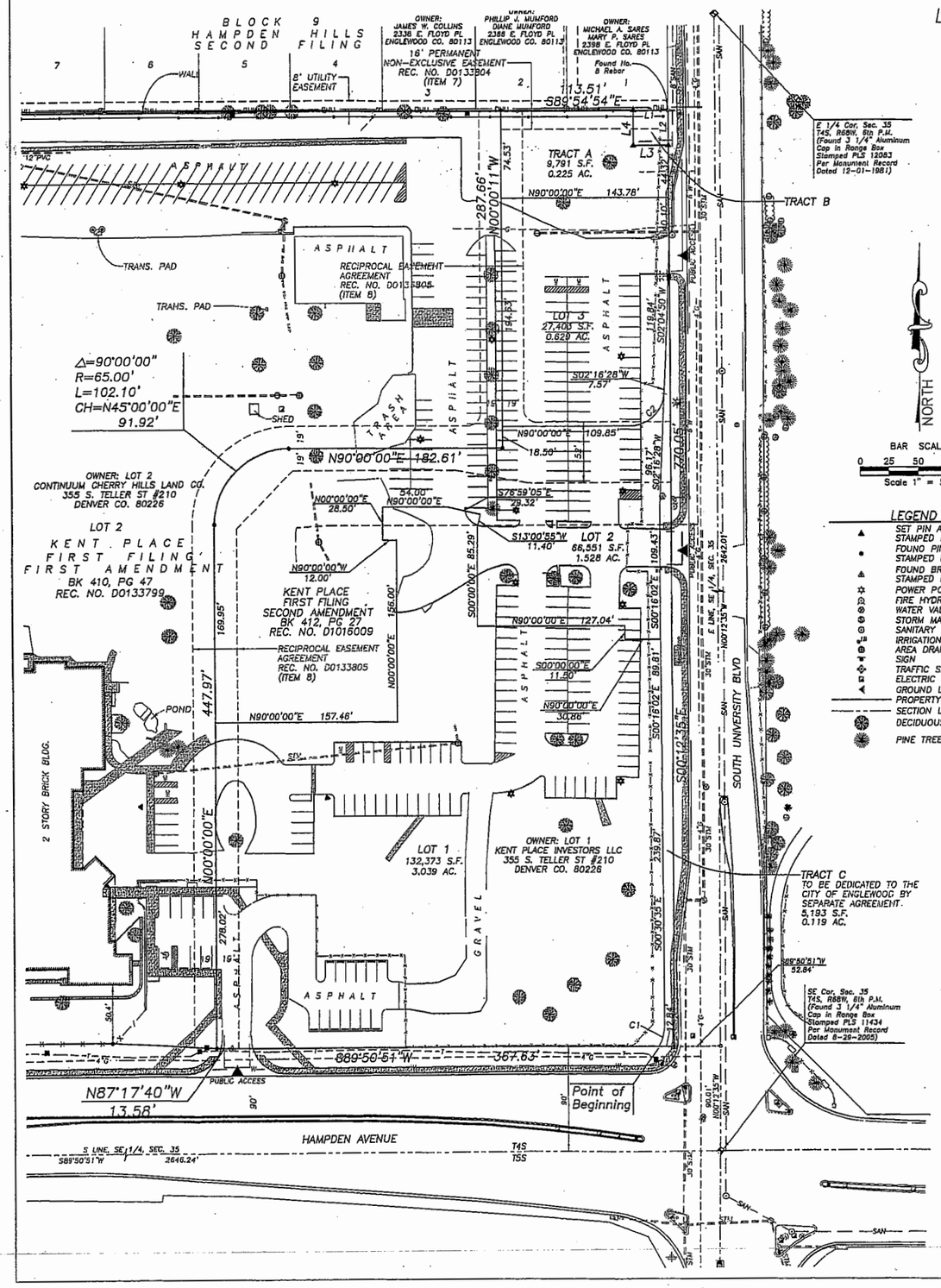
(NW) CORNER OF HAMPDEN AVENUE & UNIVERSITY BOULEVARD — ENGLEWOOD, COLORADO

DRAWN BY: JJA	DATE: 1/20/12	SHEET:
CHECKED BY: DJM	PROJECT#: 11-0050	PUD-9

DENVER SEMINARY
AMENDMENT (3)
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

ALTA / ACSM SURVEY

LOTS 1, 2 AND 3 AND TRACTS A AND C, KENT PLACE FIRST FILING, SECOND AMENDMENT
PART OF THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°54'54"E	30.00'
L2	S00°12'35"E	30.00'
L3	N89°54'54"W	30.00'
L4	N00°12'35"W	30.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	35.50'	18.83'	18.61'	N14°41'22"E	30°23'53"
C2	29.50'	44.04'	40.06'	N47°14'05"E	85°31'50"

LEGEND

- SET PIN AND CAP STAMPED LS 26606
- FOUND PIN AND CAP STAMPED LS 26606
- FOUND BRASS TAG STAMPED LS 25953
- POWER POLE
- FIRE HYDRANT
- WATER VALVE
- STORM MAHHOLE
- SANITARY MANHOLE
- IRRIGATION BOX
- AREA DRAIN
- SIGN
- TRAFFIC SIGNAL
- ELECTRIC BOX
- GROUND LIGHT
- PROPERTY LINE
- SECTION LINE
- DECIDUOUS TREE
- PINE TREE

TITLE POLICY NOTES – POLICY NO. 27-031-06-109591

ITEMS 1-2 – STANDARD TITLE POLICY NOTES.

ITEM 3 – ORDINANCE NO. 52, SERIES OF 2004 RECORDED SEPTEMBER 29, 2004 AT RECEPTION NO. B4171653. AMENDMENT NO. 1 RECORDED MARCH 5, 2007 AT RECEPTION NO. B7027679 AND AMENDMENT NO. 2 RECORDED JULY 15, 2008 AT RECEPTION NO. B8080504. (AFFECTS PROPERTY)

ITEM 4 – DENVER SEMINARY PLANNED UNIT DEVELOPMENT (DISTRICT PLAN) MAPS RECORDED NOVEMBER 19, 2004 AT RECEPTION NO. B4202226 AND RE-RECORDED MAY 16, 2007 AT RECEPTION NO. B7062100 AND JULY 29, 2008 AT RECEPTION NO. B8085213. (AFFECTS PROPERTY)

ITEM 5 – ITEM DELETED.

ITEM 6 – INCLUSION OF LAND IN THE KENT PLACE METROPOLITAN DISTRICT NO. 2 RECORDED JANUARY 25, 2008 AT RECEPTION NO. B8010258. AMENDING ORDER AND DECREE RECORDED JUNE 2, 2008 AT RECEPTION NO. B8062394 AND DECEMBER 23, 2010 AT RECEPTION NO. 133420. (AFFECTS PROPERTY)

ITEM 7 – STORM WATER LINE EASEMENT AGREEMENT RECORDED DECEMBER 23, 2010 AT RECEPTION NO. D0133804. (SHOWN ON SURVEY)

ITEM 8 – RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 23, 2010 AT RECEPTION NO. D0133805. (SHOWN ON SURVEY)

ITEM 9 – PLAT OF KENT PLACE FIRST FILING, SECOND AMENDMENT RECORDED FEBRUARY 15, 2011 IN BOOK 412 AT PAGE 27, RECEPTION NO. D1016009. (AFFECTS PROPERTY)

ITEM 10 – COVENANTS, CONDITIONS, RESTRICTIONS AND LIEN RIGHTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS SET FORTH IN THE DOCUMENT RECORDED DECEMBER 23, 2010 AT RECEPTION NO. 133808. (AFFECTS PROPERTY)

ITEM 11 – THE FOLLOWING MATTERS SHOWN ON SURVEY PREPARED BY VIGIL LAND CONSULTANTS, JOB NO. 10061, DATED DECEMBER 3, 2010:

(a) FENCE LINES TRAVERSING THE LAND AND NOT CORRESPONDING WITH LOT LINES, AS SHOWN THEREON.

(b) RIGHT OF OTHERS IN AND TO PARKING AS EVIDENCED BY SHARED PARKING SHOWN THEREON.

(c) EASEMENTS AND RELATED IMPROVEMENTS TO SAME, SHOWN ON THE SURVEY BUT NOT LYING WITHIN A FOUND RECORDED EASEMENT.

ITEM 12 – MEMORANDUM OF RIGHT OF FIRST REFUSAL RECORDED MARCH 18, 2011 AT RECEPTION NO. 1026386. (AFFECTS PROPERTY)

ITEM 13 – LEASE FROM KENT PLACE REGENCY, LLC, TO DILLON COMPANIES, INC. RECORDED MARCH 18, 2011 AT RECEPTION NO. 1026387. (AFFECTS PROPERTY)

ITEM 14 – DEED OF TRUST RECORDED MARCH 18, 2011 AT RECEPTION NO. 1026388. (AFFECTS PROPERTY)

ITEM 15 – FINANCING STATEMENT RECORDED MARCH 18, 2011 AT RECEPTION NO'S 1026389 AND 1026390. (AFFECTS PROPERTY)

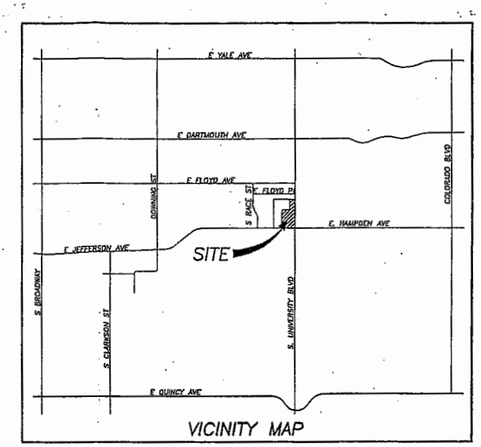
ITEM 16 – RECEPROCAL EASEMENT AGREEMENT RECORDED MARCH 18, 2011 AT RECEPTION NO. 1026391. (AFFECTS PROPERTY)

ITEM 17 – DEVELOPMENT AGREEMENT RECORDED MARCH 18, 2011 AT RECEPTION NO. 1026392. (AFFECTS PROPERTY)

ITEM 18 – NOTE: PENDING SUCH TIME AS THE ADDITIONAL IMPROVEMENTS CONTEMPLATED UPON INSURED PREMISES SHALL BE COMMENCED, LIABILITY UNDER THE POLICY IS LIMITED TO $4,577,281.00, SAID SUM HAVING BEEN REPRESENTED AS THE PRESENT VALUE OF THE PROPERTY, BUT AS AND WHEN THE ERECTION OF SUCH ADDITIONAL IMPROVEMENTS SHALL BE COMMENCED, LIABILITY HEREUNDER SHALL INCREASE, AS THE IMPROVEMENTS PROGRRESS, IN THE AMOUNT OF THE COST THEREOF, UP TO THE FACE AMOUNT OF THE POLICY.

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. BASIS OF BEARINGS IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, BEING S89°50'51"W AND MONUMENTED AS SHOWN.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY VIGIL LAND CONSULTANTS INC. TO DETERMINE OWNERSHIP, EASEMENTS OF RECORD, OR ANY ENCUMBRANCE WHICH MAY AFFECT THIS SURVEY. FOR INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND OTHER ENCUMBRANCES SHOWN ON THIS PLAT, VIGIL LAND CONSULTANTS, INC., RELIED UPON TITLE POLICY BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, FILE NO. F229494, POLICY NO. 27-031-06-109591, DATED MARCH 18, 2011.
4. THIS PROPERTY DOES NOT LIE IN A 100-YEAR FLOOD PLAIN. IT FALLS IN ZONE X ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 08005C0165 J, DATED AUGUST 16, 1995.
5. THIS PROPERTY IS ZONED PUD-6.
6. VIGIL LAND CONSULTANTS INC. DOES NOT ASSUME RESPONSIBILITY FOR THE LOCATION OF BURIED UTILITIES. THE UTILITIES SHOWN WERE PLOTTED FROM MAPS PROVIDED BY THE SERVICING ENTITY AND FIELD VERIFIED ABOVE GROUND WHERE VISIBLE.
7. COMMUNICATIONS CABLES SUCH AS TELEPHONE AND CABLE TV MAY EXIST ON OR NEAR THIS PROJECT. MAPS WERE NOT AVAILABLE FROM THE SERVICING ENTITY FOR THESE UTILITIES.
8. COLORADO LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A FIELD LOCATE OF ALL BURIED UTILITIES PRIOR TO CONSTRUCTION.



VICINITY MAP

LEGAL DESCRIPTION

LOTS 1, 2 AND 3 AND TRACTS A AND C,
KENT PLACE FIRST FILING, SECOND AMENDMENT,
TOGETHER WITH THOSE RIGHTS IN AND TO TRACT B AS GRANTED IN EASEMENT AGREEMENT RECORDED MARCH 18, 2011 AT RECEPTION NO. 1026385.
CITY OF ENGLEWOOD,
COUNTY OF ARAPAHOE,
STATE OF COLORADO.

SURVEY CERTIFICATION

I HEREBY CERTIFY TO REGENCY CENTERS CORPORATION, (i) REGENCY CENTERS, L.P. (ii) KENT PLACE REGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY (iii) DILLON COMPANIES, INC., A KANSAS CORPORATION (iv) KENT PLACE INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY (SELLER), AND (v) FIDELITY NATIONAL TITLE INSURANCE COMPANY, AS FOLLOWS:

1. THIS SURVEY WAS PERFORMED ON APRIL 4, 2011 UNDER MY DIRECT SUPERVISION.
2. THIS SURVEY WAS PERFORMED ON THE GROUND AND IS A CORRECT REPRESENTATION OF THE SUBJECT PROPERTY AND THAT THIS DRAWING CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES, UTILITIES AND OTHER IMPROVEMENTS AND THE LOCATION OF ALL LOT LINES, WATER COURSES AND WATER BODIES AND MOVEMENTS.
3. THERE ARE NO VISIBLE EASEMENTS, RIGHTS-OF-WAY, OR ENCROACHMENTS ACROSS SAID PROPERTY, NO EASEMENTS OR RIGHTS-OF-WAY OF WHICH THE UNDERSIGNED HAS BEEN ADVISED, AND NO PARTY WALLS OR ENCROACHMENTS UPON ADJOININC PROPERTY, STREETS OR ALLEYS OR UPON ANY EASEMENTS BY AND OF SAID BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS UPON THE PROPERTY HEREIN DESCRIBED EXCEPT AS SHOWN THEREON.
4. THE SURVEYED LANDS ABUT HAMPDEN AVENUE AND S. UNIVERSITY BLVD. WHICH ARE PUBLIC ROADS WHICH PROVIDE INGRESS AND EGRESS TO THE SUBJECT PROPERTY.
5. THE UNDERSIGNED HAS REVIEWED THE TITLE COMMITMENT PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY (POLICY NO. 27-031-06-109591) AND (a) THE MATTERS AFFECTING TITLE THAT CAN BE LOCATED HAVE BEEN SHOWN HEREON; AND (b) THE PROPERTY DESCRIBED IN SAID POLICY AND THE PROPERTY AS DEPICTED AND MEASURED ON THE SURVEY ARE ONE AND THE SAME PROPERTY.
6. THE SUBJECT PARCEL APPEARS TO FALL WITHIN FLOOD ZONE X PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NO. 08005C0165 J, REVISED AUGUST 16, 1995.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 6, 8, 10, 11(a), 11(b), 13 AND 14 OF TABLE A THEREOF, THE FIELD WORK WAS COMPLETED ON APRIL 4, 2011.

DATE

JOHN G. VIGIL, PLS NO. 26606

COLORADO LICENSED JOHN G. VIGIL 26606 PROFESSIONAL LAND SURVEYOR

Vigil Land Consultants
480 Yuma Street ▪ Denver, Colorado 80204
Off: (303) 436-9233 ▪ Fax: (303) 436-9235

SURVEY SHEET
DENVER SEMINARY PUD-AMENDMENT 3

(NW) CORNER OF HAMPDEN AVENUE & UNIVERSITY BOULEVARD — ENGLEWOOD, COLORADO

DRAWN BY: MJL	DATE: 2/10/12	SHEET: PUD-10
CHECKED BY: JGV	PROJECT#: 10061	

regency centers

No.	Revisions	Date	By	Chk
3	AMENDMENT 3	01/26/12	MJL	JGV
2	AMENDMENT 2	07/13/08	JB	DF
1	AMENDMENT 1	11/13/06	BS	

CLC ASSOCIATES
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P 303.770.9600
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CLCASSOC.COM
ARCHITECTURE ENGINEERING PLANNING LANDSCAPE ARCHITECTURE LAND SURVEYING

DENVER SEMINARY AMENDMENT (3) PLANNED UNIT DEVELOPMENT ENGLEWOOD, COLORADO

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
May 7, 2012	11 a i	Intergovernmental Cooperation Agreement between the City and Arapahoe County

Initiated By:	Staff Source:
Community Development Department	Janet Grimmett, Housing Finance Specialist

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council passed Ordinance No. 37, Series of 1991, authorizing initial participation in the Urban County Entitlement Program for the Community Development Block Grant (CDBG) program for federal fiscal years 1992 - 1994. Council also passed Ordinance No. 39, Series of 1994, which was extended by Amendments Nos. 1 - 3 relating to participation in the Urban County Entitlement Program for CDBG and HOME funds for federal fiscal years 1995 - 2006. Council also approved Ordinance No. 13, Series of 2006, authorizing participation in the of the CDBG and HOME Investment Partnership programs for program grant years 2007 - 2009 and Ordinance No. 22, Series of 2009 for program grant years 2010 - 2012.

RECOMMENDED ACTION

Approve a Bill for an Ordinance authorizing the execution of a three-year Intergovernmental Cooperation Agreement between Arapahoe County and the City of Englewood relating to the conduct of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs for program grant years 2013 through 2015.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Arapahoe County is designated as an Urban County, which entitles the County to receive Community Development Block Grant (CDBG) and HOME funds provided by the U. S. Dept. of Housing and Urban Development (HUD). These programs provide grants to improve local communities by providing decent housing, improved infrastructure, public facilities and services, and improved economic opportunities for low and moderate income persons. Funds may also be used for activities that eliminate slums or blight, or for projects that meet urgent community needs.

Arapahoe County is in the process of requalifying as an Urban County for the years 2013, 2014 and 2015. The County is required to inform each unit of general local government that it has the right to elect to be included or excluded from the Urban County. Local governments that previously entered into an Intergovernmental Agreement with Arapahoe County are being notified that the agreement will not automatically be renewed. A new IGA must be authorized to participate for program grant years 2013- 2015. The IGA has been updated, but is essentially the same as prior approved cooperation agreements.

CDBG and HOME funds are allocated by statutory formula to each Urban County. The Urban County then allocates the CDBG funds to each participating jurisdiction. The local jurisdiction still must apply annually for its share of funding. Any HOME funds awarded to Arapahoe County are not automatically shared by the participating jurisdictions. The City is eligible, however, to apply separately for HOME funds through Arapahoe County as well as the State of Colorado.

Since 1992, the City of Englewood has received approximately $3.4 million in combined CDBG and HOME funds from Arapahoe County to support its local projects. The authorization of this IGA will allow the City to receive its share of the FY 2013 - 2015 CDBG funds as well as being able to apply for HOME funds through Arapahoe County. The funds will allow for the continuation of eligible projects such as the Housing Rehabilitation Program, Energy Efficient Englewood project and support for the House of Hope.

FINANCIAL IMPACT

None. The existing employees in Community Development are available to administer this agreement and any future approved projects. Their salaries and benefits are part of the City's contribution towards those projects. The City will generally utilize a portion of the awarded CDBG and HOME funds to partially offset the costs of employees' salaries and benefits.

LIST OF ATTACHMENTS

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2012

COUNCIL BILL NO. 26
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING AND AUTHORIZING A THREE YEAR INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN ARAPAHOE COUNTY, COLORADO AND THE CITY OF ENGLEWOOD, COLORADO RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS FOR PROGRAM GRANT YEARS 2013 THROUGH 2015.

WHEREAS, the City Council of the City of Englewood approved the execution of an Intergovernmental Agreement between the City of Englewood and Arapahoe County by passage of Ordinance No. 39, Series of 1994, covering the City's participation in the Arapahoe County CDBG Entitlement Program as extended by Amendment No. 3, for funding years 2004 through 2006; and

WHEREAS, the Englewood City Council passed Ordinance No. 13, Series of 2006 and that was modified by Amendment No. 1 dated February , 2007 relating to participation in the Urban County Entitlement Program for CDBG and HOME funds for 2007 through 2009; and

WHEREAS, the Englewood City Council passed Ordinance No. 38, Series of 2006 authorizing Amendment No. 1 to the Urban County Entitlement Program for CDBG and HOME funds for 2007 through 2009; and

WHEREAS, the Englewood City Council passed Ordinance No. 22, Series of 2009 authorizing participation in the Urban County Entitlement Program for CDBG and HOME funds for 2010 through 2012; and

WHEREAS, the passage of this Ordinance authorizes the execution of a three-year Intergovernmental Cooperation Agreement between Arapahoe County and Englewood relating to the conduct of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs for program grant years 2013 through 2015; and

WHEREAS, the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs incorporate funds from the U.S. Department of Housing and Urban Development (HUD);

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

Section 1. The attached "Intergovernmental Cooperation Agreement Between Arapahoe County, Colorado and the City of Englewood, Colorado Relating To The Conduct Of Community Development Block Grant (CDBG) And Home Investment Partnership(HOME) Programs for program grant years 2013 through 2015" attached hereto as Exhibit A, is hereby accepted and approved by the Englewood City Council.

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

Section 3. The City Manager shall be authorized to further extend and/or amend the Intergovernmental Cooperation Agreement for the program grant years 2013 through 2015.

Introduced, read in full, and passed on first reading on the 7th day of May, 2012.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 11th day of May, 2012.

Published as a Bill for an Ordinance on the City's official website beginning on the 9th day of May, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Kerry Bush, Deputy City Clerk

I, Kerry Bush, Deputy 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 7th day of May, 2012.

Kerry Bush

EXHIBIT A

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN ARAPAHOE COUNTY, COLORADO AND CITY OF ENGLEWOOD, COLORADO RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAMS FOR PROGRAM GRANT YEARS 2013 THROUGH 2015

THIS AGREEMENT is entered into and shall be effective as of June 30, 2012, by and between Arapahoe County, Colorado (the "County"), a body corporate and politic of the State of Colorado, and the City of Englewood (the "City"), a municipal corporation of Colorado located in Arapahoe County.

RECITALS

A. In 1974, the U.S. Congress enacted The Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 et seq.) (the "Act"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs under Title I of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD");

B. The primary objective of Title I of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of Community Development Block Grant ("CDBG") funds to state and local governments to be used in the conduct and administration of housing and community development activities and projects as contemplated by the primary objective of the Act (the "CDBG Program");

C. To implement the policies, objectives and other provision of the Act, HUD has issued rules and regulations governing the conduct of CDBG programs, published in 24 Code of Federal Regulations (CFR), Part 570 (the "Regulations"), which regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG and Home Investment Partnership (HOME) programs as an urban county and that cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations;

D. The County has heretofore qualified under the Regulations as an "urban county" and will receive CDBG and HOME funds from HUD by annual grant agreements, and all participating municipalities located in the County which do not receive separate community development entitlement grants have been included as a part of the County in its CDBG and HOME Programs;

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive grant years regardless of changes in its population during that period, except for failure of an urban county to receive a

grant during any year of that period, and also providing that during the three year period of qualification, no included city or other unit of general local government may withdraw from, nor be removed from, the urban county for HUD's computation purposes, and no city or other unit of general local government covering an additional area may be added to the urban county during that three-year period except in the case where a city or other unity loses its designation as a metropolitan city;

F. In 2012, the County is submitting to HUD the required documentation to requalify as an urban county, pursuant to Section 570.307 of the Regulations, so as to become eligible to receive annual CDBG and HOME funds for the next three Program Years from grant years 2013, 2014, and 2015 appropriations, and if the City approves and authorizes this agreement, an executed copy thereof will be included in the documentation for this ensuing period of qualification and, if the County qualifies, the City will thereby be included as a part of the urban county and be eligible to participate in the County's CDBG and HOME Programs for the next three Program Years;

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of the City and therefore, its ability to conduct the CDBG and HOME Programs in the City is limited by the requirement that it must obtain permission from the City to perform some of those activities therein, and accordingly, in order for the City to be considered a part of the urban county and be included in the County's annual request for CDBG and HOME funds, it is required by the Regulations that the City and the County enter into a cooperation agreement whereby the City authorizes the County to undertake or to assist in undertaking essential community renewal and low-income housing assistance activities within the City as may be specified in the "One Year Action Plan to the Consolidated Plan" (the "Action Plan") to be submitted to HUD annually by the County to receive its annual CDBG and HOME entitlement grants;

H. Under general provisions of Colorado law governing contracting between governmental entities and by virtue of specific authority granted in Part II of Article I of Title 29, C.R.S., any two or more political subdivisions of the state may enter into agreements with one another for joint or cooperative action and any one or more political subdivisions may contract with another or with a legal or administrative entity created pursuant to that act to perform any governmental service, activity or undertaking which each political subdivision entering into the contract is authorized by law to perform, and

I. Accordingly, the parties hereto have determined that it will be mutually beneficial and in the public interest of both parties to enter into this intergovernmental cooperation agreement regarding the conduct of the County's CDBG and HOME Programs,

THEREFORE, in consideration of the premises and cooperative actions contemplated hereunder, the parties agree as follows:

1. By entering into this intergovernmental cooperation agreement with the County, the City shall be included as a part of urban Arapahoe County for qualification and grant calculation purposes upon the qualification by HUD of the County to receive CDBG and HOME Program entitlements as an urban county for the next three successive Program Years, May 1, 2013 through April 30, 2016. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for three successive grant years regardless of changes in its population during that period of time and the parties agree that the City may not withdraw from, nor be removed from, inclusion in the urban county for HUD's grant computation purposes during the period of qualification. A fully executed copy of

this cooperation agreement, together with the approving resolutions of both the City and the County, shall be submitted to HUD by the County as part of its qualification documentation and the City does hereby give the County the authority to carry out CDBG and HOME Program activities and projects which will be funded from annual Community Development Block Grants and HOME funds from grant years 2013, 2014, and 2015 appropriations and from any Program income generated from the expenditure of those funds.

2. The City and the County agree to, and shall cooperate in, the execution of CDBG and HOME Program activities and projects to be conducted or performed in the City during each of the three program years covered by this Agreement and these finalized activities and projects will be included in the County's required annual Action Plan and requests for funds for those program years. The City understands and agrees, however, that the County shall have final responsibility for selecting the program activities and projects to be included in each annual grant request and for filing the Action Plan with HUD on an annual basis.

3. The parties recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG and HOME Program funds and that as the grantee under the CDBG and HOME Programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG and HOME Programs, including the projects and activities to be conducted in the City. Accordingly, the City agrees that as to all projects and activities performed or conducted in the City under any CDBG grant agreement received by the County, which includes the City, that the County shall have the ultimate supervisory and administrative control with regard to the Federal Regulations and Guideline and conformance to the Subgrantee Agreements.

4. The City shall cooperate fully with the County in all CDBG and HOME Program efforts planned and performed hereunder and does hereby allow and permit the County to undertake or assist in undertaking essential community development and housing assistance activities within the City as may be approved and authorized in the County's CD grant agreements, including the Five Year Consolidated Plan (the "Consolidated Plan"). The City and the County also agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, as they may be planned and specified in the County's Action Plan submitted annually to HUD for the three Program years specified herein and for such additional time as may be required for the expenditure of CDBG funds granted by the County for such activities.

5. Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.

6. The City understands that pursuant to Section 570.503 of the Regulations, it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City for the three CDBG Program years covered by this cooperation agreement and that the funds designated in the County's Action Plan for those projects and activities will also be funded to the City under those separate project agreements or sub-grants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be

responsible for the expenditure of the funds allocated for each such project or activity and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG Program. The City also understands and agrees that it shall also comply with the requirements of Section 570.503 prior to disbursing any CDBG funds to the subrecipient of the City.

7. All CDBG Program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement, including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County's Action Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity nor the amount allocated therefore may be changed, modified, substituted or deleted by the City with respect to any project or activity without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

8. Because the City will be included as a part of urban Arapahoe County for the three CDBG Program years covered by this Cooperation Agreement, it will do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD in which the City is included, and with the provisions of the Act and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG and HOME Programs. In addition, the City and the County shall each take all actions necessary to assure compliance with the certification required of the County by Section 104 (b) of Title I of the Act, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Fair Housing Act, Section 109 of Title I of the Act and other laws applicable to the conduct of the CDBG Program. In addition, the parties hereto understand and agree that the County may not provide any CDBG funding for activities in, or in support of the City, if the City does not affirmatively further fair housing within its jurisdiction or impedes the County's actions to comply with its fair housing certification.

9. The cooperating unit of local government (City) has adopted and is enforcing:

   a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and,
   b) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

10. During the period of performance of this agreement as provided in Paragraph 13 below, the City shall:

   a) Inform the County of any income generated by the expenditure of CDBG Program funds received by the City;

   b) Pay over to the County any Program Income received by the City, or retain and use that Program Income subject to, and in

accordance with, the requirements and provisions if the separate CD project agreements that will be entered into between the City and the County for the actual conduct of the CDBG Program;

c) Use any Program Income the City is authorized by the County to retain only for eligible activities in accordance with all CDBG Program requirements as may then apply and as will be specifically provided for in the separate CD project agreements between the City and the County;

d) Keep appropriate records regarding the receipt of, use of, or disposition of all Program Income and make reports thereon to the County as will be required under the separate CD project agreements between the City and the County, and

e) Pay over to the County any Program Income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CD project agreements mentioned above.

11. The separate CD project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part, using CDBG or HOME Program funds. These standards will require the City to:

a) Notify the County in a timely manner of any modification or change in the use of that property from that which was planned at the time of the acquisition or improvements and this notice requirement shall include any disposition of such property.

b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG or HOME funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

c) Pay over to the County any Program Income that is generated from the disposition or transfer of property either prior to, or subsequent to, any close-out, change of status or termination of this cooperation agreement that is applicable.

12. The City, by execution of this agreement, understands that it may not apply for grants under the small cities of state CDBG Programs for appropriations for grant years during the period in which it is participating in the urban county's CDBG Program; and may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

13. The period of performance of this Agreement shall cover three CDBG Program years, beginning May 1st, 2013, and ending April 30th, 2016. As stated herein, however, this Agreement is intended to cover activities to be carried out with annual

Community Development Block Grant and HOME funds from grant years 2013, 2014, and 2015 appropriations and shall be and remain in full force and effect until all projects and activities approved and authorized to be performed and funded for those grant years have been completed and any program income earned has been remitted to the County or used by the City in accordance with the criteria described in paragraph ten.

14. The Agreement will be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period.

The County will notify the City in writing of its right not to participate. A copy of the County's notification must be sent to the HUD Field Office. The City's response to the notice of its right not to participate must be sent to both the County and the HUD Region 8 field office. Notices and responses must be sent according to the schedule specified in HUD's urban county qualification notice and HOME consortia qualification notice for the next qualification period.

Each party is required to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an urban county qualification notice applicable for a subsequent three-year urban qualification period, and to submit such amendment to HUD. Failure to comply will void the automatic renewal for such qualification period.

15. Any changes and modifications to this Agreement shall be made in writing, and shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

16.

a) This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 10 hereof and, when the County has been qualified by HUD as a urban county neither the County nor the City may terminate this agreement or withdraw therefrom during that period of performance; provided, however, if the County fails to qualify as an urban county or does not receive a CD grant in any year of the three Program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or the City, either party may terminate this agreement or withdraw therefrom.

b) Failure by either party to adopt amendments to this agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the urban county qualification notice applicable for a subsequent three year period, and submittal of said amendment to HUD as provided in the urban county qualification notice will void this agreement.

c) The City understands that the County is subject to budget changes as a result of federal legislation, and that the County is not under obligation to allocate a constant amount of CDBG funds to the City for use in projects supported by the City. The County, however, agrees to notify the City of the amount of CDBG funds designated for use on City endorsed projects.

d) If the County qualifies as an urban county and the City is included, during the three Program years for which the County has qualified, the parties agree not to veto or otherwise obstruct the implementation of the approved Five Year Consolidated Plan during that three year period and for such additional time as may be required for the expenditure of funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each on the date specified as follows:

Arapahoe County

Signature _____
Nancy Sharpe
Chair of the Board of County Commissioners

ATTEST:

Signature _____
Clerk to the Board of County Commissioners

City of Englewood

Signature _____

Name _____
Mayor of Englewood

ATTEST:

Signature _____

Name _____
City Clerk

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2012

COUNCIL BILL NO. 20
INTRODUCED BY COUNCIL
MEMBER GILLIT

AN ORDINANCE AMENDING TITLE 16, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO ESTABLISHMENT OF A M-U-R-3-C ZONE DISTRICT; ELIMINATING THE M-O-1 OVERLAY ZONE DISTRICT, AND THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REZONE PORTIONS OF THE MEDICAL DISTRICT SUB-AREA 3.

WHEREAS, the Englewood Unified Development Code (UDC) was adopted in 2004, as the first comprehensive zoning code update since 1985; and

WHEREAS, the Englewood City Council made economic development a top Council goal; and

WHEREAS, the Medical Zone and Overlay District Amendments to the Unified Development Code (UDC) rezones property to establish more development-friendly regulations in the immediate vicinity of Swedish Medical Center and Craig Hospital to take advantage of development interest in the area; and

WHEREAS, the Englewood Planning and Zoning Commission conducted a Public Hearing and recommended approval of these amendments at its March 6, 2012 Meeting;

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, pursuant to Title 16, Chapter 1, Section 8, of the Englewood Municipal Code 2000, the rezoning of certain parcels as shown on the attached Exhibit A, and amending the Official Zone District Map to reflect those rezonings.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 3, Section 1, Subsections A and B, of the Englewood Municipal Code 2000 to read as follows:

16-3: ZONE DISTRICTS

16-3-1: General Provisions.

A. *Establishment of Base Zoning Districts.* The following base zoning districts are hereby established:

TABLE 16-3-1.1: BASE ZONING DISTRICTS	
Name	Description
Residential One Dwelling Unit Districts	
R-1-A	**A large lot size, one dwelling unit residential district**
R-1-B	**A medium lot size, one dwelling unit residential district**
R-1-C	**A small lot size one dwelling unit residential zone district**
Residential One and Multi-Dwelling Unit Districts	
R-2-A	**A low-density one and multi-dwelling unit residential zone district**
R-2-B	**A medium-density one and multi-dwelling unit residential zone district**
Mixed-Use Residential/Limited Office-Retail Districts	
MU-R-3-A	**A low-density residential and limited office zone district**
MU-R-3-B	**A medium to high density residential and limited office zone district**
MU-R-3-C	**A high density residential and limited office zone district**
Mixed-Use Medical Districts	
M-1	**A mixed-use medical, office, and high density residential zone district**
M-2	**A mixed-use medical, office, high density residential and limited retail zone district**
Mixed-Use Commercial Districts	
MU-B-1	**A mixed-use central business zone district**
MU-B-2	**A general arterial business zone district**
TSA	**A mixed-use district intended for land uses adjacent to light rail transit stations**
Industrial Districts	
I-1	**A light industrial zone district**
I-2	**A general industrial zone district**
Special Purpose Districts	
PUD	**Planned Unit Development**

B. *Relationship of Base Districts to Overlay Districts.* Lands within the City may be classified into one of the base zoning districts, as described above, and may also be classified as an overlay district (See, for example, Chapter 16-4 EMC, "Flood Plain Overlay District.") An overlay district is a land use classification that lies over the base zoning allowing for additional uses and development standards different from the base zoning. Where the property is classified in an overlay district as well as a base zoning district, then the regulations governing development in the overlay district shall apply in addition to the regulations governing development in the underlying district. In the event of an express conflict between the standards governing a base district and those governing an overlay district, the standards governing the overlay district shall control.

TABLE 16-3-1.2: OVERLAY DISTRICTS	
Name	**Description**
~~**M-O-1**~~	~~A medical overlay district covering a portion of the MU-R-3-B base residential zone district.~~
M-O-2	A medical overlay district covering a portion of the R-2-B base residential zone district.

C. *Compliance with District Standards.* No building or structure shall be erected, converted, enlarged, reconstructed, or altered for use, nor shall any land, building, or structure be used or changed, except in accordance with the zoning district regulations of this Chapter 16-3 EMC, the use regulations of Chapter 16-5 EMC, the development standards of Chapter 16-6 EMC, and all other applicable regulations of this Title.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 3, Section 2 "District Characteristics" and Title 16, Chapter 3, Section 2, Subsection D, "Residential Districts" of the Englewood Municipal Code 2000 to read as follows:

16-3-2: District Characteristics.

One of the goals of the City is to encourage a variety of housing types to meet the needs of differing income levels and varying household structures. The regulations for these districts are designed to stabilize and protect the essential characteristics of the districts, to allow for certain conditional and limited uses that are controlled by specific limitations governing the impact of such uses, and to promote a compatible neighborhood environment.

[EDITORS NOTE: 16-3-2(A)(B) and (C) remain unchanged.]

D. Special Purpose Districts.

1. PUD: Planned Unit Development District. The PUD district is intended as an alternative to conventional land use regulations. The PUD district combines use, density, design, and Zoning Site Plan considerations into a single process, and substitutes procedural protections for many of the substantive requirements of this Title. Designation of a PUD district shall comply with the procedural requirements of Section 16-2-7 EMC.

~~2.~~ ~~M-O-1: Medical Overlay District. This overlay district covers a portion of the MU-R-3-B base residential zone district, that retains the base district permitted land uses and residential density requirements, but substitutes Medical Zone District lot dimension, parking, and landscaping requirements in support of medical district development.~~

~~3~~2. M-O-2: Medical Overlay District. This overlay district covers a portion of the R-2-B base residential zone district and allows a property the option to develop under R-2-B regulations or under M-2 regulations when it is included as part of a larger adjacent M-2 zoned site with street frontage on Hampden Avenue. Retail use shall be prohibited in the M-O-2 overlay district.

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 1, Subsection C, Table of Allowed Uses, of the Englewood Municipal Code 2000, to read as follows:

16-5-1: Table of Allowed Uses.

[EDITORS NOTE: 16-5-1(A) and (B) remain unchanged.]

C. *Table of Allowed Uses.*

TABLE 16-5-1.1: TABLE OF ALLOWED USES
P = PERMITTED USE C = CONDITIONAL USE A = ACCESSORY USE T = TEMPORARY USE L = LIMITED USE
C-A = ACCESSORY USE APPROVED CONDITIONALLY L-A = ACCESSORY USE APPROVED WITH LIMITED USE PROCEDURE

		Residential								Non-Residential							
Use Category	**Use Type**	**R1A**	**R1B**	**R1C**	**R2A**	**R2B**	**MUR3A**	**MUR3B ~~MO1~~**	**MUR3C**	**M1**	**M2 ~~MO2~~**	**MUB1**	**MUB2**	**TSA**	**I1**	**I2**	**Additional Regulations**
RESIDENTIAL USES																	
Group Living	Group living facility, large/special						C	C	C	C	C	P	P				16-5-2.A.1
	Group living facility, small	P	P	P	P	P	P	P	P	P	P	P	P	P			16-5-2.A.1
	Small treatment center						C	C	C	C	C	P	P				16-5-2.A.1
Household Living	Live/work dwelling									P	P	P		P	L	L	16-5-2.A.2
	Manufactured home park														P		16-5-2.A.3
	Multi-unit dwelling				P	P	P	P	P	P	P	P	P	P			16-5-2.A.4 16-6-1.C.4
	One-unit dwelling	P	P	P	P	P	P	P	P	P	P						16-5-2.A.5 16-5-2.A.6
	One-unit dwelling on a small lot	P	P	P	P	P	P	P	P	P	P						16-5-2.A.6
	Boarding or				C	C	C	C	C	C	C						16-5-2.A7

	rooming house																
PUBLIC/INSTITUTIONAL USES																	
Animal Shelter	Not-for-profit animal shelter														P	P	
Emergency Temporary Shelter	Housing shelter, food shelter						C						C				
Government and City	All other buildings and facilities not specified under the Public/Institutional Uses category	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Library	Public									P	P	P	P	P			
Museum/Cultural	All uses						P	P		P	P	P	P	P			
Park and Open Space	Athletic field	C	C	C	C	C	C	C	C					C	P	P	
	Community garden	C	C	C	C	C	C	C	C	C	C			C			
	Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	Religious institutions and associated accessory uses	P	P	P	P	P	P	P	P	P	P	L	L	L	L	L	
School	Education institution	P	P	P	P	P	P	P	P	P	P	P	P	C			
Telecommunication Facility *(See Chapter 16-7, "Telecommunications," for applicable use-related guidelines and* standards*)*	Alternative tower structure	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Antenna (microwave antenna, sectorized panel antenna, whip antenna)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

	Tower structure	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	
Transportation Facility	RTD maintenance facility													P	P		
	Transit center													P			
Utility Facility (not including Telecommunication Facility)	Major utility facility														P	P	16-5-2.B.1
	Minor utility facility (as a principal use of land)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
COMMERCIAL USES																	
Adult Use	All types as defined in Chapter 16-11												P		P		16-5-2.C.1
Agricultural Use	Greenhouse/nursery, raising of plants, flowers, or nursery stock														P	P	16-5-2.C.2
Animal Sales and Service	Animal shelter														P	P	
	Kennel/day care												L		P	P	
	Pet store (live animal sale)										P	P	P	P	P	P	
	Small animal veterinary hospital or clinic										L	L	P	C	P	P	

Assembly	Assembly hall or auditorium, hall rental for meetings or social occasions										P	P	P	C	P	P		
	Membership organization (excluding adult use)										P	P	P	C	P	P		
Dependent Care	Dependent care center (less than 24-hour care, any age)	C	C	C	C	C	P	P	P	P	P	P	P	C			16-5-2.C.7	
Entertainment/ Amusement: Indoor	Amusement establishment										C	C	C	C	C	C		
	Hookah Lounge										P	P	P		P	P		
	Physical fitness center/spa										P	P	P	P	P	P		
	Theater and performance /concert venue, not including adult entertainment											P	P	P	P	P		
Entertainment/ Amusement: Outdoor	General outdoor recreation												C		C	C		
Financial Institution	Check cashing facility										P		P		P	P		
	Financial institution, with drive-through service												L		P	P		
	Financial										P	P	P	P	P	P		

	institution, without drive-through service																
Food and Beverage Service	Brewpub										P	P	P	P	P	P	
	Caterer										P		P		P	P	
	Microbrewery													P	P	P	
	Restaurant, bar, tavern with or without outdoor operations										P	P	P	P	P	P	
	Restaurant, with drive-through service												L		P	P	
	Take out and delivery only										P		P		P		
Medical/Scientific Service	Clinic							P	P	P	P	P	P	P	P	P	
	Hospital							P		P	P		P		P	P	
	Laboratory (dental, medical or optical)						P	P	P	P	P	P	P	P	P	P	
Medical Marijuana	Medical Marijuana Center										P	P	P		P	P	16-5-2.C.13 16-5-4.C.1.f
	Medical Marijuana Optional Premises Cultivation Operation										A	A	A		P	P	16-5-2.C.13 16-5-4.C.1.f
	Medical Marijuana Infused Products Manufacturer										A	A	A		P	P	16-5-2.C.13 16-5-4.C.1.f

Office	Office, type 1 (general)							P	P	P	P	P	P	P	P	P		
	Office, type 2 (limited)						P	P	P	P	P	P	P	P	P	P	16-5-2.C.8	
Retail Sales and Service (Personal Service)	Crematorium															C		
	Dry cleaner, drop-off site only										P	P	P	P	P	P		
	Instructional service										P		P	P	P	P		
	Massage therapy								P	P	P	P	P	P	P	P		
	Mortuary										P		P					
	Personal care										P	P	P	P	P	P		
	Service: photography studio and photo lab, upholstery, printer, locksmith, tailor										P	P	P	P	P	P		
	Tattoo and body-piercing establishment														P	P		
	Temporary employment business														C	C	16-5-2.C.11	
Retail Sales and Service (Repair and Rental)	Equipment rental												L		P	P		
	Repair shop (not including auto)										P	P	P	P	P	P		
Retail Sales and Service (Sales)	Antique store										P	P	P	P	P	P		
	Art gallery										P	P	P	P	P	P		
	Auction house												P		P	P		

	Buy-back, second-hand, thrift, consignment stores, Large										P		P		P	P		
	Buy-back, second-hand, thrift, consignment stores, Small										P	P	P		P	P		
	Convenience store										P		P	P	P	P		
	Grocery/specialty food store										P	P	P	P	P	P		
	Internet sales location										P		P		P	P		
	Liquor store										P	P	P	P	P	P		
	Pawnbroker														P	P	16-5-2.C.10	
	Retail sales, general merchandise										P	P	P	P/C	P	P	For TSA, P if ≤20,000 sq. ft., C if > 20,000 sq. ft. of gross le floor area	
School	Trade or business school										P	P	P	C	P	P	16-5-2.C.12	
Studio	Radio/television broadcasting studio, recording/film studio										P		P		P	P		
Vehicle and Equipment	Automobile pawnbroker												P		P	P	16-5-2.C.10	

	Automotive sales, rental												L		P	P	16-5-2.C.3	
	Automotive service and repair, including body or fender work														P	P	16-5-2.C.4	
	Automotive service and repair, not including body or fender work												L		P	P	16-5-2.C.4	
	Automotive service station (gasoline facility)												L		P	P	16-5-2.C.5	
	Car wash, auto detailing												L		L	L	16-5-2.C.6; 16-5-2.C.4	
	Commercial storage of operable vehicles														P	P	16-5-2.C.3	
	Fuel dispensing												L		P	P		
	Parking facility, structure (operable vehicles), principal use						C	C		C	C	L	L	C	P	P	16-5-2.C.3 16-5-2.C.14	
	Parking area, surface (operable vehicles), principal use						C	C		C	C	L	L	C	P	P	16-5-2.C.9 16-5-2.C.3	
	Recreational vehicles and boats, sales or rental												L		P	P		
Visitor	Bed and									P	P			P				

Accommodation	breakfast																
	Hotel									P	P		P	P	P		
	Hotel, Extended Stay									P	P				P		
Wholesale	Sales and distribution														P	P	
MANUFACTURING/INDUSTRIAL USES																	
Industrial Service	Industrial service, light													C	P	P	16-5-2.D.3 (TSA only)
	Industrial service, heavy															P	
Manufacturing, Including Processing, Fabrication, or Assembly	Manufacturing , light													C	P	P	16-5-2.D.4 (TSA only)
	Manufacturing , heavy															P	

Warehouse/Storage	Fuel storage (principal use)															L	
	Mini-storage facility														P	P	
	Moving and storage														P	P	
	Outdoor storage														P	P	16-6-7.K3c(5)
	Storage yard for vehicles, equipment, material, and/or supplies														P	P	16-5-2.D.6
	Warehousing and/or storage														P	P	
Waste/Salvage	Automobile wrecking/														C	P	16-5-2.D.1

	salvage yard																	
	Commercial incinerator															C		
	Hazardous waste handling														C	C	16-5-2.D.2	
	Recycling operation, all processing occurs within enclosed structure														P	P	16-5-2.D.5	
	Recycling operation, some or all processing occurs outside an enclosed structure														C	C	16-5-2.D.5	
	Sanitary service															C		
	Waste transfer station (not including hazardous waste)														C	C		
ACCESSORY USES – See Section 16-5-4 for additional regulations																		
Home Care Accessory Uses (Accessory to Principal One-Unit Dwelling Uses Only)	Adult dependent care	C-A	A	A	A	A	A	A	A	A	A							
	Family child care home	C-A	A	A	A	A	A	A	A	A	A							
	Infant/toddler home	C-A	A	A	A	A	A	A	A	A	A							
	Large child care home		L-A	L-A	L-A	L-A												
Other Accessory Uses	Caretaker's quarter									A	A	A	A		A	A		
	Dormitory												A		A	A		
	Home occupation		A	A	A	A	A	A	A	A	A			A			16-5-4.C.1	
	Minor utility facility (as	L-A	L-A	L-A	L-A	L-A	L-A	L-A	L-A	L-A	L-A	L-A	L-A	L-A	L-A	L-A	16-5-2.B.1	

	accessory use of land)																	
	Parking area (surface)					A	A	A	A	A	A	A	A	A	A	A	16-5-4.C.2	
	Parking garage									A	A			A				
	Satellite dish antenna	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	16-5-4.C.3	
	Service units or facility							A	A	A	A			A			16-5-4.C.4	
	Swimming pool	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	16-5-4.C.5	
	Wholesale sales and distribution									A	A	A	A				16-5-4.C6	
TEMPORARY USES – See Section 16-5-5 for additional regulations																		
	Car wash	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
	Expansion or replacement of existing facilities	T	T	T	T	T	T	T	T	T	T	T	T		T	T	T	T
	Farmers market										T	T	T	T	T	T		
	Food Vendor Carts									T	T	T	T	T	T	T		
	Mobile storage (with or without building permit)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
	Real estate sales or leasing office (also model homes)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
	Outdoor Sales (e.g., tent sales, parking lot sales, seasonal sales, windshield repair, sales										T	T	T	T	T	T		

	from retail vendor carts, etc.)																		
	Special event (e.g., carnival, bazaar, fair)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T		T	T
	Tents, canopies	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T		T	T
USES NOT MENTIONED		See 16-5-1.B for procedures and criteria for approving unlisted uses, including unlisted accessory and temporary uses.																	

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

16-5-2: Use-Specific Standards.

[EDITORS NOTE: 16-5-2(A) and (B) remain unchanged.]

C. *Commercial Uses.*

[EDITORS NOTE: 16-5-2(C)(1) and (C)(7) remain unchanged.]

8. Office.

a. *Office. Type* 2 (*Limited*).

(1) In the MU-R-3-A, ~~and~~ MU-R-3-B, and MU-R-3-C 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;
(d) On-site parking of business vehicles during non-business hours; and
(e) On-site dispatch of personnel or equipment.

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

16-6-1: Dimensional Requirements.

[EDITORS NOTE: 16-6-1(A) remain unchanged.]

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

TABLE 16-6-1.1: SUMMARY OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES								
	Min Lot Area (sq ft)	Max FAR	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Minimum Setbacks (ft)		
						Front	Each Side [1] & [2]	Rear
R-1-A District								
One-Unit Dwelling	9,000	None	35	75	32	25	7	20
One-Unit Dwelling on a Small Lot [5]	6,000 [4]	None	40	50	32	25	5	20
All Other Allowed Uses	24,000	None	35	200	32	25	25	25
R-1-B District								
One-Unit Dwelling	7,200	None	40	60	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	6,000 [4]	None	40	50	32	25	5	20
All Other Allowed Uses	24,000	None	40	200	32	25	25	25
R-1-C District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,500 [4]	None	35	37	32	25	3	20
All Other Allowed Uses	24,000	None	40	200	32	25	25	25
R-2-A District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	35	40	32	25	3	20
Multi-Unit Dwelling (Maximum 2 units)	3,000 per unit	None	40	25 per unit [4]	32	25	5	20
All Other Allowed Uses	24,000	None	60	200	32	25	25	25
R-2-B District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	35	40	32	25	3	20
Multi-Unit Dwelling (Maximum Units Based on Lot Area & Lot Width)	3,000 per unit	None	60	25 per unit [4]	32	25	5	20
All Other Allowed Uses	24,000	None	60	200	32	25	25	25

TABLE 16-6-1.1: SUMMARY OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES								
	Min Lot Area (sq ft)	Max FAR	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Minimum Setbacks (ft)		
						Front	Each Side [1] & [2]	Rear
MU-R-3-A District								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	35	40	32	25	3	20
Multi-Unit Dwelling (Maximum Units Based on Lot Area & Lot Width)	3,000 per unit	None	60	25 per unit [4]	32	25	5	25
Private Off-Street Parking Lots	12,000	None	70	None	n/a	25	15	15
Office, Limited	15,000	1.5 (Excluding the gross floor area of parking structures)	50	None	32	25	15	25
All Other Allowed Uses	24,000	None	60	200	32	25	25	25
MU-R-3-B District (See Additional Regulations Following the Table)								
One-Unit Dwelling	6,000	None	40	50	32	15	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	35	40	32	25	3	20
Multi-Unit Dwelling (Maximum Units Based on Lot Area & Lot Width)	2-4 units: 3,000 per unit; Each additional unit over 4 units: 1,000 per unit [4]	None	75	None	2-4 units: 32 More than 4 units: 60	15	2-4 units: 5 More than 4 units: 15	25
Office, Limited	24,000	1.5 (Excluding the gross floor area of parking structures)	75	None	60	15	15 **[3]**	25
All Other Allowed Uses	24,000 [4]	None	75	None	60	15	15	25
MU-R-3-C District (See Additional Regulations Following the Table)								
One-Unit Dwelling	6,000	None	40	50	32	15	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	None	35	40	32	15	3	20

TABLE 16-6-1.1: SUMMARY OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES								
	Min Lot Area (sq ft)	Max FAR	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Minimum Setbacks (ft)		
						Front	Each Side [1] & [2]	Rear
Multi-Unit Dwelling	6,000	None	75	None	40	15	5	20
Office, Limited	6,000	None	75	None	40	15	5	20
All Other Allowed Uses	24,000 [4]	None	75	None	40	15	5	20
MU-B-1 District (See Additional Regulations Following the Table)								
Live/Work Dwelling	None	None	None	None	100	0 and no more than 5 feet	0	5
Multi-Unit Dwelling [4]	None	None	None	None	100	0 and no more than 5 feet	0	5
All Other Allowed Uses	None	None	None	None	100	0 and no more than 5 feet	0	5
MU-B-2 District (See Additional Regulations Following the Table)								
Multi-Unit Dwelling [4]	None	None	None	None	60	0 and no more than 5 feet	0	5
All Other Allowed Uses	None	None	None	None	60	0 and no more than 5 feet	0	5
TSA District								
Please refer to Section 16-6-14 EMC, of this Chapter and the applicable Station Area Design Standards and Guidelines for intensity and dimensional standards.								
I-1 AND I-2								
All Allowed Uses Except Manufactured Home Parks	None	2:1	None	None	None	Where a building abuts upon, adjoins, or is adjacent to a residential zone district, minimum setbacks of 10 ft on all sides are required, except as required in Section 16-6-7.K, "Screening Requirements."		
Manufactured Home Parks	See Section 16-5-2.A.3, above.							

TABLE 16-6-1.1: SUMMARY OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES								
	Min Lot Area (sq.ft)	Max FAR	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Minimum Setbacks (ft)		
						Front	Each Side [1] & [2]	Rear

Notes to Table:

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

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

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

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

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

TABLE 16-6-1.1a: SUMMARY OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES LOCATED WITHIN MEDICAL ZONE DISTRICTS AND OVERLAYS												
						Minimum Setbacks (ft)						
	Min Lot Area (sq ft)	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Max Retail Gross Floor Area (sq ft)	Front	Front: Upper Story Setback Above 60 Feet	Side: Adjacent Street [1] & [2]	Side: Adjacent Alley [1] & [2]	Side: Adjacent Side [1] & [2] (Lots fronting Hampden, Jefferson, or the 3500 blocks of Logan and Clarkson)	Side: Adjacent Side [1] & [2] (Lots fronting all other streets)	Rear
M-1 and M-2 Districts~~/M-O-1~~ and M-O-2 Overlay (See Additional Regulations Following the Table)												
Live/Work Dwelling	6,000 [4]	None	None	32	10,000 [4]	0 and no more than 10	NA	0 and no more than 10	5	0	5	5 [4]
One-Unit Dwelling	6,000	40	50	32	NA	15	NA	5	5	5	5	20
One-Unit Dwelling on a Small Lot [5]	4,000	35	40	32	NA	15	NA	3	3	3	3	20
All Other Allowed Uses	6,000 [4]	None	None	Height Zone 1: 145 Height Zone 2: 60 Height Zone 3: 32 [4]	10,000 [4]	0 and no more than 10	20 [4]	0 and no more than 10	5	0	5	5 [4]

Notes to Table:

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

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

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

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

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

C. *Additional Dimensional and Development Standards*

1. Multi-Unit Development Standards in R-2-A, R-2-B, MU-R-3-A, ~~and~~ MU-R-3-B and MU-R-C Districts.

   a. *Applicability*. The following standards apply to all multi-unit dwellings constructed or converted after the effective date of this Section.

   b. Multi-unit dwellings existing on the effective Date of this Section and which as of that date are not in compliance with standards established by this Section, shall not be considered nonconforming due solely to the dwelling's noncompliance with the standards of this Section. Such dwellings are "grandfathered," and shall be considered legal, conforming structures for the purposes of sale and development under this Title.

   c. *Property having rear alley access.*

      (1) Minimum lot width shall be 25 feet 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 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 30 feet per unit.

      (2) Garages, carports and parking pads shall be off-set behind the front building line of each unit by a minimum of 5 feet.

      (3) Minimum separation between driveways or parking pads of attached units shall be 20 feet.

      (4) Maximum driveway and/or parking pad width within front yard or front setback shall be 10 feet per unit.

      (5) The maximum garage door width on the front facade of the structure shall be 9 feet per unit.

      (6) A parking pad may be located in the front yard or front setback only when a garage or carport is not provided.

      (7) An opaque fence or wall shall be provided between driveways or parking pads on adjacent properties.

      (8) Units that provide attached garages behind the rear building line of the principal structure may reduce the principal structure's rear setback to10 feet.

      (9) It is recognized that because of the wide variety of multi-unit development options, the City Manager or designee may on a case-by-case basis consider minor deviations to d (2)

through (7) above, whenever such deviations are more likely to satisfy the intent of this subsection.

2. *MU-R-3-B District.*

   a. The minimum lot area standards set forth in Table 16-6-1.1 apply to parcels of land containing less than forty-three thousand five hundred sixty (43,560) square feet (1 acre). Parcels of land containing forty-three thousand five hundred sixty (43,560) square feet (1 acre) or more may be developed at a density of one (1) unit per one thousand eighty-nine (1,089) square feet.

   b. The minimum lot area standards set forth in Table 16-6-1.1 for "office limited" and "all other allowed uses" shall not apply to an existing structure converted to accommodate an allowed nonresidential principal use on a lot having less than twenty-four thousand (24,000) square feet, provided the allowed conversion complies with district residential design standards and required off-street parking and landscaping requirements.

3. *MU-R-3-C District.*

   a. The maximum office **building floor area (as defined in 16-11-2 EMC)** is limited to no more than 30,000 square feet.

~~3~~4. *Residential Use in MU-B-1 and MU-B-2 Districts.*

   a. Dwelling units may be incorporated into the same building as the commercial use (not as a stand-alone use)

   b. The commercial use occupies the majority of the ground floor of the building, and is directly accessible from an adjacent public street or sidewalk.

~~4~~5. *MU-B-2 District.*

   a. Relief from front setback requirements set forth in Table 16-6-1.1 may be provided in the situations listed below conditioned on the establishment of a strong development edge along the front property line.

      (1) Addition to an existing building.

      (2) Commercial lots with more than two hundred fifty (250) feet of commercial zoning and lot depth.

      (3) Drive-thru uses.

      (4) Outside dining.

~~5~~6. *M-1, M-2, ~~M-O-1~~ and M-O-2 Districts.*

   a. *Minimum Lot Size Exemption*:

      Lots less than 6,000 square feet in size in existence on the effective date of this title are exempt from the minimum lot size requirements.

   b. *Height Zones.*

Height Zone boundaries are depicted in Figure 16-6 (2a).

Figure 16-6(2a): Medical Zone and Medical Overlay District Height Zone Boundaries

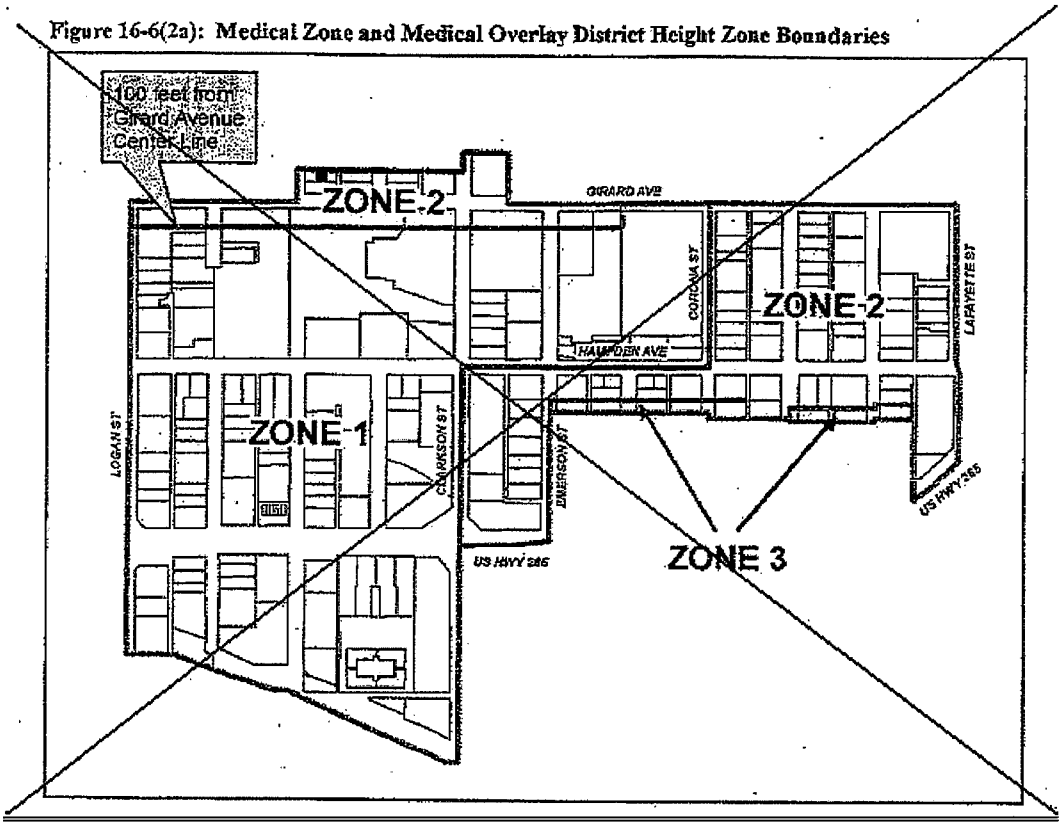
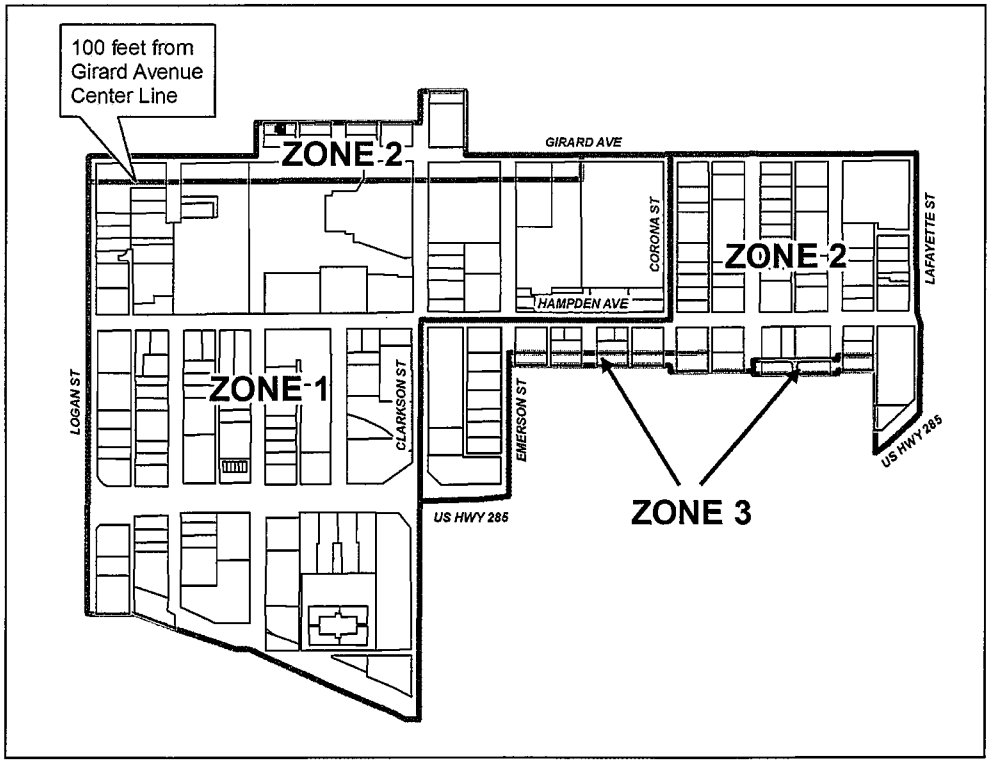


Figure 16-6(2a): Medical Zone and Medical Overlay District Height Zone Boundaries



c. *Maximum Retail Gross Floor Area Exemption*:

Properties directly adjacent on two sides to an arterial street and a collector street as classified by the Department of Public Works are exempt from the maximum retail gross floor area restriction.

Figure 16-6(2b): Properties Exempt from the Max. Retail Gross Floor Area Requirement (Gray)

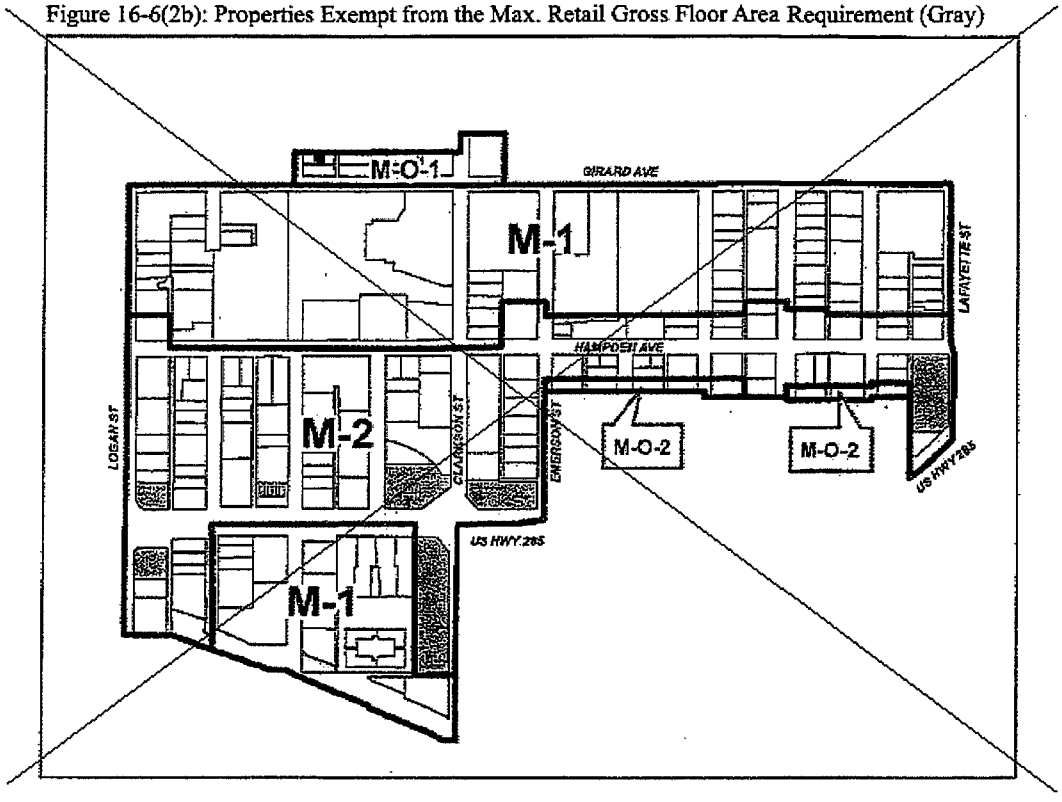
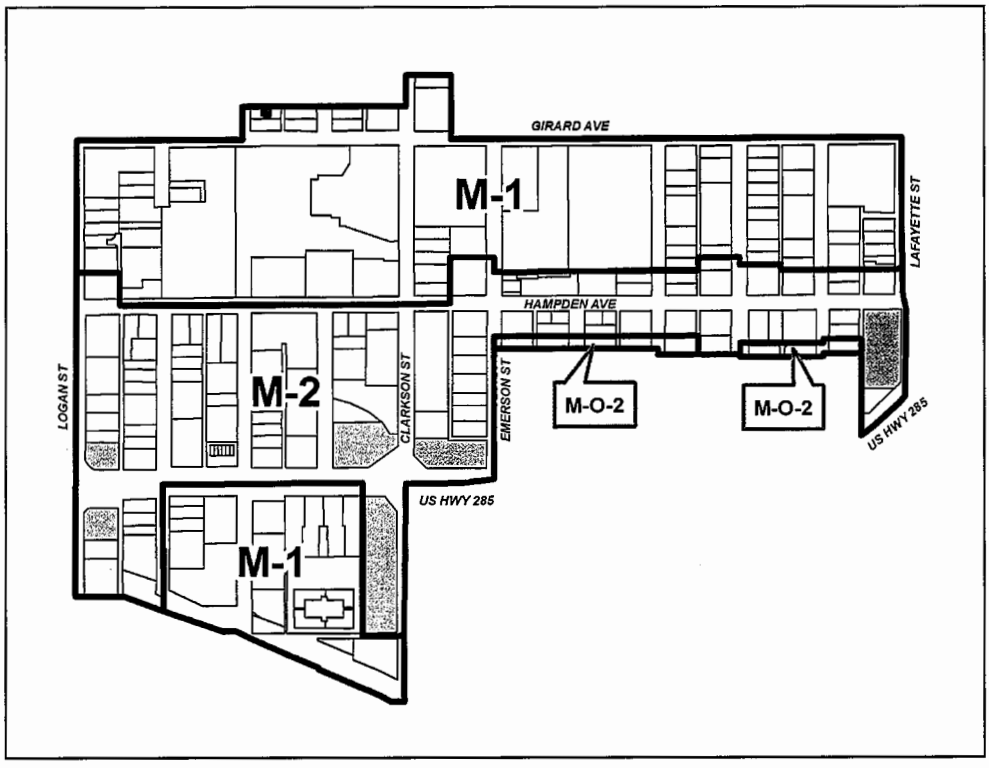


Figure 16-6(2b): Properties Exempt from the Max. Retail Gross Foor Area Requirement (Gray)

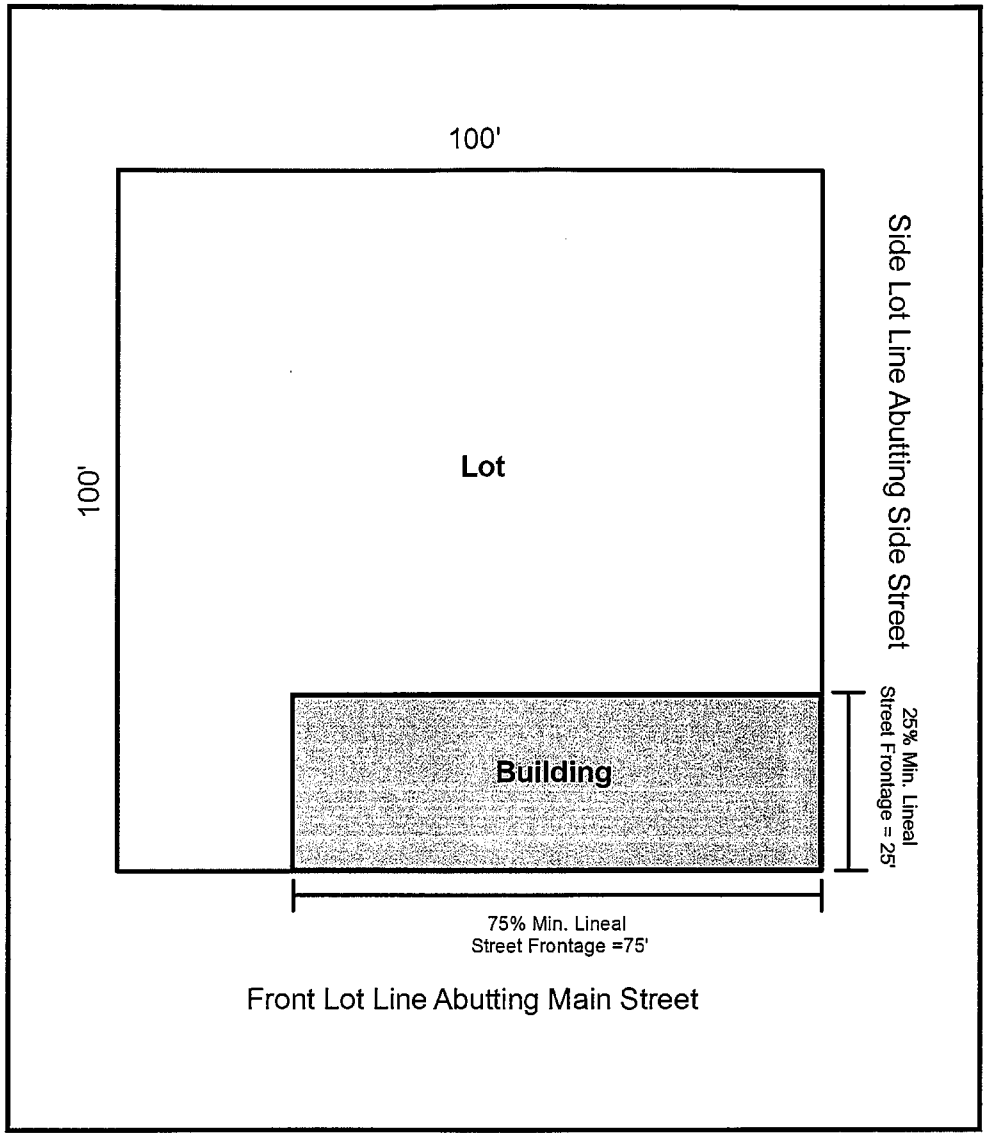


d. *Minimum Lineal Street Frontage*:

1. Building frontages are required to cover a minimum distance of 75% of the length of the front lot line, measured adjacent to and parallel with the front lot line.

2. Building frontages are required to cover a minimum distance of 25% of the length of the side lot line abutting a street, measured adjacent to and parallel with the side lot line.

Figure 16-6(2c): Minimum Lineal Street Frontage Example: 100x100' Lot



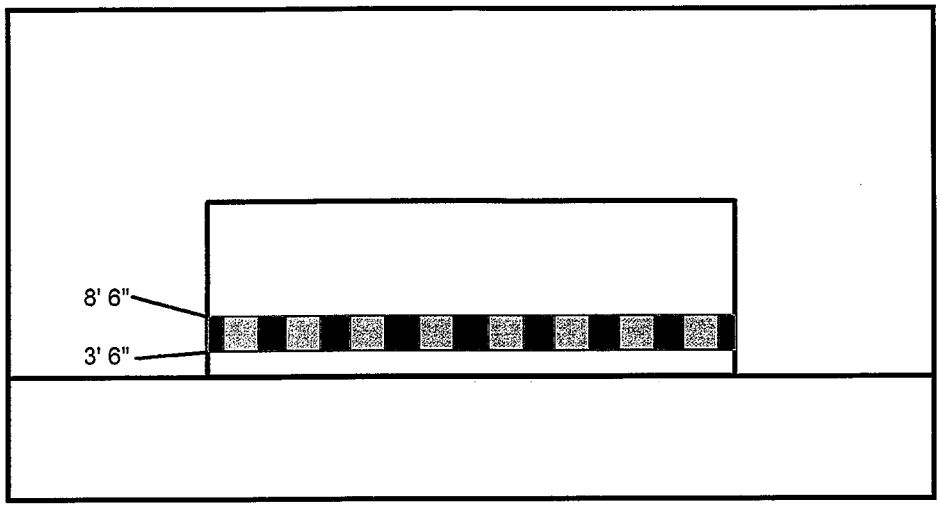
e. Zone of Transparency:

New construction and additions of ground floor retail space fronting on a public street, shall incorporate transparent glass for a percentage of the lineal street frontage of the first floor. These windows shall be a minimum of five feet (5') high and mounted not more than three feet six inches (3'6") high above the interior floor level for a total height of eight feet six inches (8'6").

1. A 60% minimum building lineal zone of transparency measured adjacent to and parallel with the front lot line is required.

2. A 25% minimum building lineal zone of transparency measured adjacent to and parallel with the side lot line fronting a public street is required.

Figure 16-6(2d): Zone of Transparency



f. Required Building Entrances:

All buildings shall have a primary ground floor entrance fronting a public street.

g. Setback Requirements:

1. Minimum side setback may be reduced to 0 feet to conform with an adjacent structure's 0 foot rear or side setback.

2. Minimum rear setback may be reduced to 0 feet for lots less than 100 feet deep.

3. Open air balconies may extend 10 feet into the upper story front setback.

4. Relief from front setback requirements set forth in table 16-6-1.1 may be provided for outside dining areas on the establishment of a strong development edge along the front property line.

[EDITORS NOTE: 16-6-1(D) through (F) remain unchanged.]

G. *Bulk Plane Requirements.*

1. Intent. The bulk plane requirements in this subsection are intended to ensure that new residential development, including additions and expansions of existing dwellings, provides adequate light and privacy to neighboring properties. In addition, the bulk plane requirements are intended to assure greater design compatibility in terms of building mass and scale within Englewood neighborhoods.

2. Applicability and Exceptions.

a. *Applicability.* Except as exempt by this subsection, the bulk plane requirements in this subsection shall apply to:

(1) All new residential development subject to the Residential Design Standards and Guidelines in Section 16-6-10.B. EMC;

(2) All new residential development on legal, nonconforming lots that have lot widths less than the minimum required by the applicable zone district; and

(3) All new residential development on small lots.

b. *Exceptions.*

(1) The bulk plane requirements in this subsection shall not apply to new residential development in the MU-B-1, MU-B-2, M-1, M-2, ~~M-O-1~~, M-O-2, or TSA districts. The bulk plane requirements in this subsection shall not apply to structures or portions of structures exempt from the maximum height limits, as specified in subsection 16-6-1.E.1 EMC.

(2) Dormers with window(s) may partially protrude through the bulk plane defined below for a maximum cumulative length of fifteen (15) linear feet, measured horizontally at the point of intersection with the bulk plane, and provided the vertical height of a dormer window does not extend above the height of the ridgeline of the roof surface from which the dormer protrudes.

(3) Eaves may extend up to twenty-four inches (24") into the bulk plane, provided it does not project further into a side setback than the maximum projection allowed by 16-6-1:F5(b)(1). The extension shall be measured horizontally from the building wall to the furthest extent of the eave.

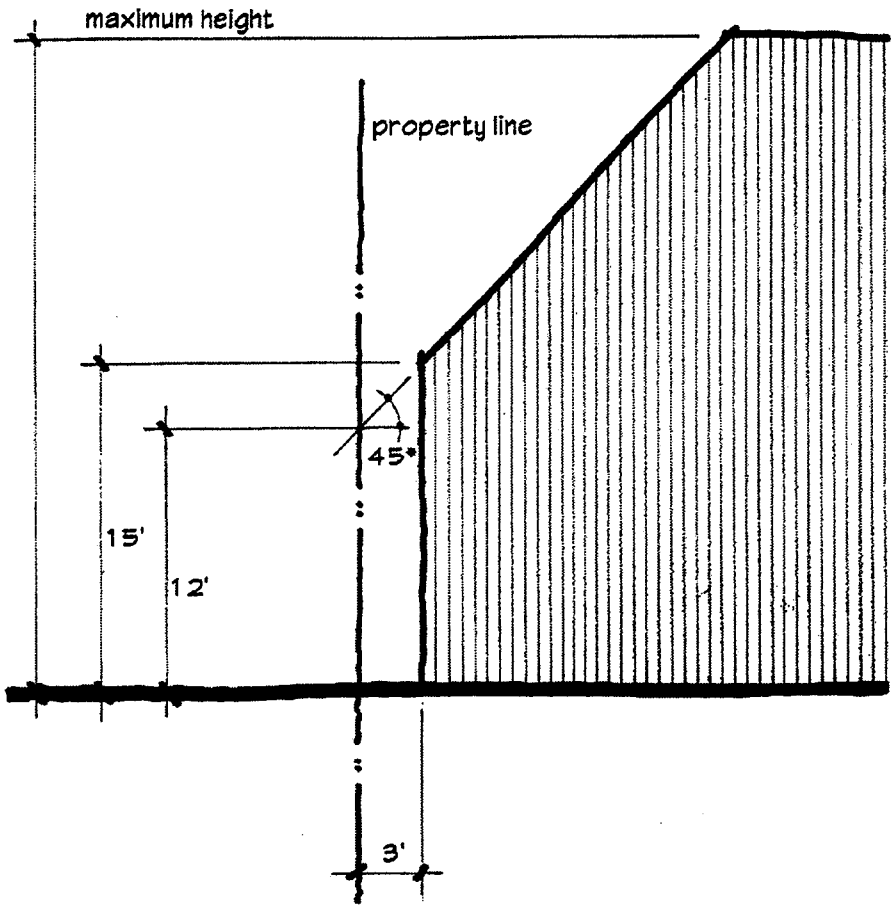
(4) Gutters may extend into the bulk plane, regardless of whether the eave projects into the bulk plane.

3. Bulk Plane Requirements. Except as specifically excepted in subsection G.2, above, no part of any structure subject to these bulk plane requirements (including air conditioner, elevator penthouses, and other mechanical equipment) shall project through the following defined bulk planes, which define a building envelope for the subject lot:

a. A horizontal line that is located directly above the side lot line and which passes through a point twelve feet (12') above the midpoint of such side lot line; and

b. The intersecting lines that extend over the lot at a pitch of 12:12 (45-degree angle) from the horizontal lines defined in paragraph (a) above.

Figure 16-6(3): Bulk Plane



Commentary to Figure 16-6(3) [above]: The shaded portion of the illustration above depicts the defined bulk plane, which must contain the entire dwelling structure (with limited exceptions for projecting dormers and chimneys). The bulk plane is measured at a forty-five degree (45°) angle from a horizontal line located directly above each side lot line and which passes through a point twelve feet (12') above the midpoint of such side lot line. The fifteen feet (15') vertical height shown in the illustration indicates the point where the bulk plane in this example inclines toward the center of the lot, accounting for a three foot (3') side setback required in several of the residential zone districts.

[EDITORS NOTE: 16-6-6(H) and (I) contain no changes and are therefore not included here]

Section 7. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 3, Subsection F– "Vehicle Access and Circulation" of the Englewood Municipal Code 2000 to read as follows:

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

[EDITORS NOTE: 16-6-3(A) through (E) remain unchanged.]

F. *Vehicle Access and Circulation.*

1. Access to Public Roads. All new lots shall have direct or indirect access to a dedicated public street, through one (1) or more access points approved by the City. In addition to direct access to a dedicated public street, access may be provided through private streets or through alleys.

   a. No back-out driveways from any type of use shall be permitted onto an arterial street.

   b. No back-out driveways or back-out parking spaces from multi-unit residential on sites with alley access, commercial, or industrial uses shall be permitted onto a public street. This requirement shall not prohibit back-out driveways or parking spaces onto an alley.

2. Traffic Impact Analysis. A traffic impact analysis (TIA) shall be required with applications for development review and approval when trip generation during any peak hour is expected to exceed one hundred (100) vehicles, based on traffic generation estimates when trip generation during any peak hour is expected to exceed one hundred (100) vehicles, based on traffic generation estimates of the Institute of Transportation Engineers' Generation Manual (or any successor publication). The City may also require a TIA for:

   a. Any project that proposes access to a street with level of service (LOS) "D" or below;

   b. Any application for a rezoning;

   c. Any case where the previous TIA for the property is more than two (2) years old;

   d. Any case where increased land use intensity will result in a fifteen percent (15%) or greater increase in traffic generation; and

   e. Any case in which the traffic engineer determines that a TIA should be required because of other traffic concerns that may be affected by the proposed development.

   f. When access points are not defined or a Zoning Site Plan is not available at the time the TIA is prepared, additional studies may be required when a Zoning Site Plan becomes available or the access points are defined.

3. New Intersections and Curb-Cuts.

   a. *General Rules.* The number of intersections and curb-cuts on streets and highways shall be minimized consistent with the basic needs of ingress and egress. Intersections and curb-cuts shall be designed to provide the greatest safety for both pedestrians and motorists.

   b. *Driveways, Residential.*

      (1) One-Unit and Multi-Unit Dwellings Containing Up to Three (3) Units.

         (a) The width of any driveway leading from the public street to a one-unit dwelling, or multi-unit dwelling containing up to three (3) units shall not exceed twenty feet (20') at its intersection with the street.

         (b) See also Section 16-6-1C.4 EMC, "Multi-Unit Development Standards in R-2-A, R-2-B, MU-R-3-A, ~~and~~ MU-R-3-B, <u>and MU-R-3-C</u> Districts," for additional driveway standards that apply to multi-unit dwellings on properties with or without alley access.

(c) See also Section 16-6-10.B. EMC, "Residential Design Standards and Guidelines," for additional driveway standards that apply to new residential development, including substantial expansions or alterations of existing dwellings, in the R-1, R-2, and R-3 zone districts.

(2) Multi-Unit Dwellings Containing Four (4) or More Units.

(a) The width of any entrance driveway to a multi-unit dwelling containing four (4) or more units shall not exceed twenty-five feet (25') at its intersection with the street, unless the applicant can demonstrate that additional width is required to adequately accommodate anticipated driveway volumes.

(b) In new multi-unit developments not located within MU-R-3-C, M-1, M-2, M-O-1, and M-O-2 districts containing ten (10) or more units, vehicular access shall be spaced no closer than twenty-five feet (25') to any adjacent property line. However, the City may reduce this setback requirement to permit a single vehicular access point that can serve two (2) adjacent properties or where compliance with these requirements would deny vehicular access to a property.

c. *Driveways, Nonresidential.* The location and size of driveways leading from the public street to a nonresidential or mixed-use building is subject to the following conditions:

(1) No portion of any driveway shall be closer than forty feet (40') to the curb line of an intersecting street, or closer than ten feet (10') from a fire hydrant, catch basin, or end of curb radius at corners.

(2) In new non residential developments not located within MU-R-3-C, M-1, M-2, M-O-1 and M-O-2 districts, vehicular access shall be spaced no closer than twenty-five feet (25') to any adjacent property line. However, the City may reduce this setback requirement to permit a single vehicular access point that can serve two (2) adjacent properties or where compliance with these requirements would deny vehicular access to a property.

(3) Only one (1) access per street frontage shall be permitted, unless a Zoning Site Plan or traffic impact analysis shows, and the City agrees, that additional access points are required to adequately accommodate driveway volumes and that additional access will not be detrimental to traffic flow.

(4) The width of any entrance driveway shall not exceed thirty feet (30') measured along its intersection with the property line.

Section 8. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 6, "Fences and Retaining Walls" of the Englewood Municipal Code 2000 to read as follows:

16-6-6: Fences and Retaining Walls.

[EDITORS NOTE: 16-6-6(A) through (E) remain unchanged.]

F. *Fence Standards.*

1. Permitted Fence Location, Class, and Height by Zone District. It shall be unlawful for any person to erect a fence or for any property owner to allow a person to erect a fence that does not

conform to the standards enumerated in this Section and the standards for all zoned districts, as described in Tables 16-6-6.1 thru 16-6-6.4:

TABLE 16-6-6.2: FENCE STANDARDS FOR RESIDENTIAL DISTRICTS				
Zone District	**Fence Location**	**Permitted Fence Class**	**Permitted Maximum Height (in feet)**	**Additional Requirements**
R-1-A R-1-B R-1-C R-2-A R-2-B	FRONT SETBACK:			• Fences in a front yard shall not interfere with or obstruct visibility within a required sight distance triangle.
	a. Solid Construction	1, 4	3	
	b. Open Construction	2, 3, 4, 5, 6	4	
MU-R-3-A MU-R-3-B MU-R-3-C	FRONT SETBACK:			
	a. Solid Construction	1, 4	3	
	b. Open Construction:			
	i. Residential	2, 3, 4, 5, 6	4	
	ii. Nonresidential	1, 2	6	
		4, 5, 6	4	
R-1-A R-1-B R-1-C R-2-A, R-2-B, MU-R-3-A, MU-R-3-B MU-R-3-C	SIDE SETBACK/FENCES BEHIND THE FRONT SETBACK LINE: Solid and/or Open Construction	1, 2, 3, 4, 5, 6	6, except as noted in Additional Requirements	• Fences in a side yard shall not interfere with or obstruct visibility within a required sight distance triangle.
R-1-A R-1-B R-1-C R-2-A, R-2-B, MU-R-3-A, MU-R-3-B MU-R-3-C	REAR SETBACK: Solid and/or Open Construction	1, 2, 3, 4, 5, 6	6, except as noted in Additional Requirements	• Fences in a rear yard shall not interfere with or obstruct visibility within a required sight distance triangle.

TABLE 16-6-6.3: FENCE STANDARDS FOR BUSINESS DISTRICTS				
Zone District	Fence Location	Permitted Fence Class	Permitted Maximum Height (in feet)	Additional Requirements
M-1, M-2, ~~M-O-1,~~ M-O-2, MU-B-1, MU-B-2, TSA	AREA WITHIN 15 FEET OF FRONT PROPERTY LINE:			Fences in a front yard shall not interfere with or obstruct visibility within a required sight distance triangle. • A combination fence may be permitted where a solid masonry base shall have a maximum height of three (3) feet, and decorative metal material built on top of that base shall have a maximum height of three (3) feet and shall be at least 75% open.
	a. Solid Construction	1, 4, 5	3	
	b. Open Construction	1, 2, 4, 5	3	
		2	6	
	AREA BEYOND 15 FEET OF FRONT PROPERTY LINE	1, 2, 3, 4, 5, 6, 7	6	Fences in rear and side yards shall not interfere with or obstruct visibility within a required sight distance triangle.

[EDITORS NOTE: TAble 16-6-6.4 and the remainder of 16-6-6 remain unchanged.]

Section 9. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 7, "Landscaping and Screening" of the Englewood Municipal Code 2000 to read as follows:

16-6-7: Landscaping and Screening.

[EDITORS NOTE: 16-6-7 (A) through (D) remain unchanged.]

E. Minimum Landscape Requirements.

1. Landscaping Standards in Residential (R) Zone Districts.

   a. Applicability. Landscaping requirements of this Section shall apply in all R-1, R-2, and R-3 zone districts.

   b. Landscaping Requirements. The minimum Required Landscaped Area and Plant Material quantities in residential zone districts shall be determined by Table 16-6-7.3 EMC.

TABLE 16-6-7.3: MINIMUM LANDSCAPE REQUIREMENTS IN RESIDENTIAL ZONES							
				Trees		Shrubs	
Uses	**Required Landscaped Area (RLA) (% of site)**	**Principal Structure to Curb[1, 2]**	**Side Yards and Rear Yard**	**Minimum Tree Quantity (Per sq. ft. of RLA)**	**Minimum % of Trees between Principal Structure and Curb**	**Minimum Shrub Quantity (Per sq. ft. of RLA)**	**Minimum % of Shrubs between Principal Structure and Curb**
One-Unit dwelling	40	The area, (excluding driveway, parking areas, walkways and public sidewalks) bounded by the front façade of the principal structure, side property lines, and the curb shall be landscaped.	The remainder of any Required Landscaped Area (RLA) requirement may be provided within side or rear yards.	1/625[3]	50	1/100	30
Multi-Unit dwelling (2 to 4 units)	40			1/625[3]	50	1/100	30
Multi-unit dwelling (more than 4 units)	25			1/625[3]	50	1/100	30
Non-Residential Uses	25			1/625[3]	50	1/100	30
Private Off-street Parking Lots	See Section 16-6-7(F) EMC						

[1] Corner lots. Corner lots shall also landscape the area between the side edge of the principal structure and the curb, exclusive of driveways, parking areas, walkways and public sidewalks. In addition to the minimum tree quantity above, corner lots shall provide one tree per seventy-five linear feet (75') along the side lot line exclusive of driveways.

[2] Exceptions for area between public sidewalk and curb:

- areas greater than three feet (3') wide shall be landscaped with living material.
- areas less than three feet (3') wide may be landscaped with living or non-living material.

[3] When the Required Landscaped Area is less than one thousand two-hundred and fifty (1,250) square feet, a minimum of two (2) trees shall be required.

2. Landscaping Standards for Commercial (MU) and Medical (M) zone districts.

   a. Applicability. Landscaping standards of this Section shall apply in all MU-B-1, MU-B-2, M-1, M-2, ~~M-O-1,~~ and M-O-2 zone districts.

   b. Landscaping Requirements. The minimum landscaping requirements in commercial and medical zone districts shall be determined by Table 16-6-7.4 EMC.

TABLE16-6-7.4: MINIMUM LANDSCAPE REQUIREMENTS IN COMMERCIAL AND MEDICAL ZONES							
				Trees		Shrubs	
Use	**Required Landscaped Area (% of site)**	**Principal Structure to Curb[1, 2,3]**	**Side Yards and Rear Yard**	**Minimum Tree Quantity (Per sq. ft. of RLA)**	**Minimum % of Trees between Principal Structure and Curb**	**Minimum Shrub Quantity (Per sq. ft. of RLA)**	**Minimum % of Shrubs between Principal Structure and Curb**
Residential 1 - 4 Dwelling Units	25[6]	The area, (excluding driveway, parking areas, walkways and public sidewalks) bounded by the front façade of the principal structure, side property lines, and the curb shall be landscaped.	The remainder of any Required Landscaped Area (RLA) requirement may be provided within side or rear yards.	1/625[4]	50	1/100	40
Residential Multi-Unit Dwelling (>4 units)	20[5,6]			1/625[4]	50	1/100	40
Commercial Single Use	10[5,6]			1/325[4]	50	1/50	40
Commercial Mixed Use (two or more land uses on site)	10[5,6]			1/325[4]	50	1/50	40
Private Off-street Parking Lots	See Section 16-6-7(F) EMC						

[1] Corner lots. Corner lots shall also landscape the area between the side edge of the principal structure and the curb, exclusive of driveways, parking areas, walkways and public sidewalks. In addition to the minimum tree quantity above, corner lots shall provide one tree per seventy-five linear feet (75') along the side lot line exclusive of driveways.

[2] Exceptions for area between public sidewalk and curb:

- areas greater than three feet (3') wide shall be landscaped with living material.
- areas less than three feet (3') wide may be landscaped with living or non-living material.

[3] If non-paved area between the principal structure and the curb is not large enough to accommodate the minimum percent of trees, then trees in approved tree grates are required, provided a five feet (5') clear space for pedestrians is maintained. See Table 16-6-7.9 EMC for incentives.

[4] When the Required Landscaped Area is less than six-hundred and twenty-five (625) square feet, a minimum of two (2) trees shall be required.

[5] Fee-in-Lieu may be used to off-set up to fifty percent (50%) of the Required Landscape Area, but shall not be utilized for area between the principal structure and the curb. See Section 16-6-7(H)(3) EMC.

[6] Alternative Compliance methods as detailed in Section 16-6-7(H) EMC may be utilized.

[EDITORS NOTE: 16-6-7 (E)(3) through 16-6-7(I) remain unchanged.]

Section 10. 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 11. 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 it application to other persons or circumstances.

Section 12. 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 13. 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 14. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, amended and passed on first reading on the 2nd day of April, 2012.

Published as amended by Title as a Bill for an Ordinance in the City's official newspaper on the 6th day of April, 2012.

Published as amended as a Bill for an Ordinance on the City's official website beginning on the 4th day of April, 2012 for thirty (30) days.

A Public Hearing was held on the 16th day of April, 2012.

Read by title and passed on final reading on the 7th day of May, 2012.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2012, on the 11th day of May, 2012.

Published by title on the City's official website beginning on the 9th day of May, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Kerry Bush, Deputy City Clerk

I, Kerry Bush, Deputy 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 2012.

Kerry Bush

EXHIBIT A

Legal Description for a Rezoning of Portions of Medical District Sub-area 3 from MU-R-3-B to MU-R-3-C

That part of the SE quarter of Section 34, and the SW quarter of Section 35, Township 4 South, Range 68 West of the 6th P.M., situated within the City of Englewood, Arapahoe County, Colorado, more particularly described as follows:

Beginning at the intersection of the centerlines of East Floyd Avenue and South Pearl Street; then easterly a distance of 829.25 feet to the extended centerline of the north-south alley of Block 44, Evanston Broadway Addition; thence southerly a distance of 420 feet along the centerline of the north-south alley of Block 44, Evanston Broadway Addition; thence westerly a distance of 8 feet to the southeast corner of Lot 16, Block 44, Evanston Broadway Addition; thence westerly a distance of 135 feet along the south line to the southwest corner of said lot; thence westerly a distance of 30 feet to the centerline of South Clarkson Street; thence southerly a distance of 125 feet along the centerline of South Clarkson Street; thence westerly a distance of 30 feet to the southeast corner of Lot 30, Block 1, West View Addition; then westerly a distance of 125 feet along the south line of Lot 30, Block 1, West View Addition to the southwest corner of said lot; thence westerly a distance of 16 feet to the southeast corner of Lot 21, Block 1, West View Addition; thence westerly a distance of 125 feet along the south line of Lot 21, Block 1, West View Addition to the southwest corner of said lot; thence westerly a distance of 60 feet to the southeast corner of Lot 30, Block 2, West View Addition; thence westerly a distance of 125 feet along the south line of Lot 30, Block 2, West View Addition to the southwest corner of said lot; thence westerly a distance of 16 feet to the southeast corner of Lot 21, Block 2, West View Addition; thence westerly a distance of 125 feet along the south line of Lot 21, Block 2, West View Addition to the southwest corner of said lot; thence westerly a distance of 30 feet to the centerline of South Pearl Street; thence northerly a distance of 547.7 feet to the centerlines of East Floyd Avenue and South Pearl Street, the point of beginning.

Legal Description for a Rezoning of Portions of Medical District Sub-area 3 from MU-R-3-B/M-O-1 to M-1

That part of the SE quarter of Section 34, and the SW quarter of Section 35, Township 4 South, Range 68 West of the 6th P.M., situated within the City of Englewood, Arapahoe County, Colorado, more particularly described as follows:

Beginning at the intersection of the centerlines of East Girard Avenue and South Pearl Street; thence easterly a distance of 825 feet to the intersection of the centerlines of East Girard Avenue and the extended north-south alley of Block 44, Evanston Broadway Addition; thence northerly a distance of 255 feet along the centerline of the north-south alley of Block 44, Evanston Broadway Addition; thence westerly a distance of 8 feet to the northeast corner of Lot 17, Block 44, Evanston Broadway Addition; thence westerly a distance of 135 feet along the north line of Lot 17, Block 44, Evanston Broadway Addition to the northwest corner of said lot; thence westerly a distance of 30 feet to the South Clarkson Street centerline; thence southerly a distance of 125 feet along the centerline of South

Clarkson Street; thence westerly a distance of 30 feet to the northeast corner of Lot 29, Block 1, West View Addition; thence westerly a distance of 125 feet along the north line of Lot 29, Block 1, West View Addition to the northwest corner of said lot; thence westerly a distance 16 feet to the northeast corner of Lot 22, Block 1, West View Addition; thence westerly a distance of 125 feet along the north line of Lot 22, Block 1, West View Addition to the northwest corner of said lot; thence westerly a distance of 60 feet to the northeast corner of Lot 29, Block 2, West View Addition; thence westerly a distance of 125 feet along the north line of Lot 29, Block 2, West View Addition to the northwest corner of said lot; thence westerly a distance of 16 feet to the southeast corner of Lot 21, Block 2, West View Addition; thence westerly a distance of 125 feet along the south line of Lot 21, Block 2, West View Addition to the southwest corner of said lot; thence westerly a distance of 30 feet to the centerline of South Pearl Street; thence southerly a distance of 130 feet to the intersection of the centerlines of East Girard Avenue and South Pearl Street, the point of beginning.

LEGEND

Proposed Rezoning Boundaries

Subarea Boundary

City of Englewood, Colorado

Englewood Medical District

Small Area Plan:

Proposed Subarea 3 Rezoning

March 2012

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2012

COUNCIL BILL NO. 21
INTRODUCED BY COUNCIL
MEMBER WILSON

AN ORDINANCE AMENDING TITLE 16, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO THE ESTABLISHMENT OF A NEIGHBORHOOD PRESERVATION OVERLAY ZONE DISTRICT, AND AMENDMENT OF THE OFFICIAL ZONING MAP TO REZONE PORTIONS OF THE MEDICAL DISTRICT SUBAREA 2.

WHEREAS, the Englewood Unified Development Code (UDC) was adopted in 2004, as the first comprehensive zoning code update since 1985; and

WHEREAS, the Englewood City Council made economic development a top Council goal; and

WHEREAS, the Medical Zone and Overlay District Amendments to the Unified Development Code (UDC) rezones property to establish more development-friendly regulations in the immediate vicinity of Swedish Medical Center and Craig Hospital to take advantage of development interest in the area; and

WHEREAS, there are certain areas near the Medical Centers which wish to be excluded from consideration for rezoning as medical related zones to preserve the current zoning of the neighborhood and enhance that preservation with an overlay district; and

WHEREAS, after numerous neighborhood meetings, and meetings with City Council the Community Development Department recommended the establishment of a Neighborhood Preservation Overlay Zone and the application of that zone in the 3200 block of South Sherman Street and the 3200, 3300 and portions of the 3400 blocks of South Grant Street in the City of Englewood; and

WHEREAS, the Englewood Planning and Zoning Commission conducted a Public Hearing and recommended that this Overlay Zone should not be established at this time.

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, pursuant to Title 16, Chapter 1, Section 8, of the Englewood Municipal Code 2000, the rezoning of certain parcels with an overlay zone as shown on the attached Exhibit A, and amending the Official Zone District Map to reflect those rezonings.

Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 3, Section 1, Subsection B, "Relationship of Base Zoning Districts to Overlay" of the Englewood Municipal Code 2000 to read as follows:

16-3: ZONE DISTRICTS

[EDITORS NOTE: 16-3-1(A) remain unchanged.]

16-3-1: General Provisions.

B. *Relationship of Base Districts to Overlay Districts.* Lands within the City may be classified into one of the base zoning districts, as described above, and may also be classified as an overlay district (See, for example, Chapter 16-4 EMC, "Flood Plain Overlay District.") An overlay district is a land use classification that lies over the base zoning allowing for additional uses and development standards different from the base zoning. Where the property is classified in an overlay district as well as a base zoning district, then the regulations governing development in the overlay district shall apply in addition to the regulations governing development in the underlying district. In the event of an express conflict between the standards governing a base district and those governing an overlay district, the standards governing the overlay district shall control.

TABLE 16-3-1.2: OVERLAY DISTRICTS	
Name	**Description**
M-O-1	A medical overlay district covering a portion of the MU-R-3-B base residential zone district.
M-O-2	A medical overlay district covering a portion of the R-2-B base residential zone district.
NPO	A neighborhood preservation overlay district covering a portion of the MU-R-3-B base residential zone district.

C. *Compliance with District Standards.* No building or structure shall be erected, converted, enlarged, reconstructed, or altered for use, nor shall any land, building, or structure be used or changed, except in accordance with the zoning district regulations of this Chapter 16-3 EMC, the use regulations of Chapter 16-5 EMC, the development standards of Chapter 16-6 EMC, and all other applicable regulations of this Title.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 3, Section 2 "District Characteristics" and Title 16, Chapter 3, Section 2, Subsection D, "Special Purpose Districts" by the addition of a new Paragraph 4, of the Englewood Municipal Code 2000 to read as follows:

16-3-2: District Characteristics.

One of the goals of the City is to encourage a variety of housing types to meet the needs of differing income levels and varying household structures. The regulations for these districts are designed to stabilize and protect the essential characteristics of the districts, to allow for certain

conditional and limited uses that are controlled by specific limitations governing the impact of such uses, and to promote a compatible neighborhood environment.

[EDITORS NOTE: 16-3-2(A) through (C) remain unchanged.]

D. Special Purpose Districts.

1. PUD: Planned Unit Development District. The PUD district is intended as an alternative to conventional land use regulations. The PUD district combines use, density, design, and Zoning Site Plan considerations into a single process, and substitutes procedural protections for many of the substantive requirements of this Title. Designation of a PUD district shall comply with the procedural requirements of Section 16-2-7 EMC.

2. M-O-1: Medical Overlay District. This overlay district covers a portion of the MU-R-3-B base residential zone district, that retains the base district permitted land uses and residential density requirements, but substitutes Medical Zone District lot dimension, parking, and landscaping requirements in support of medical district development.

3. M-O-2: Medical Overlay District. This overlay district covers a portion of the R-2-B base residential zone district and allows a property the option to develop under R-2-B regulations or under M-2 regulations when it is included as part of a larger adjacent M-2 zoned site with street frontage on Hampden Avenue. Retail use shall be prohibited in the M-O-2 overlay district.

4. NPO: Neighborhood Preservation Overlay District. An overlay district covering a portion of the MU-R-3-B base residential zone district that is intended to preserve the existing character and balance of land uses within a mature residential neighborhood area. Existing multi-unit developments retain rights to redevelop at existing residential density levels and subject to all other MU-R-3-B zone district dimensional standards. Existing single unit homes may only be redeveloped as similar single and two unit developments.

Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 2, by the addition of a new Paragraph E, of the Englewood Municipal Code 2000, to read as follows:

16-5-2: Use-Specific Standards.

[EDITORS NOTE: 16-5-2(A) through (D) remain unchanged.]

E. *Neighborhood Preservation Overlay Uses*.

1. Prohibited Uses. The following uses are prohibited:

a. Hospital.

b. Clinic.

c. Laboratory.

d. Office, type 1, (general).

e. Office, type 2, (limited).

f. Parking facility, structure, and principal use.

g. Parking area, surface, principal use.

h. Conversions as described in Section 16-6-1(C)(2)(b) EMC.

i. Multi-unit dwelling, except for two-unit dwellings.

2. Prohibited Conditional Uses. The following Conditional Uses are prohibited:

a. Group living facility, large/special.

b. Small treatment center.

c. Boarding or rooming house.

3. Limitation on Number of Units for New Multi-unit Residential Developments. A maximum of two (2) residential units per fifty feet (50') of lot frontage are allowed for new multi-unit residential developments replacing existing single and two unit structures.

4. Any multi-unit structure in existence at the time of the effective date of the ordinance creating this overlay district (insert date) shall be considered a legal conforming use. Should any such structures be destroyed or intentionally be demolished by more than sixty percent (60%) of its value, the structure shall be allowed to be reconstructed with **up to a ten percent (10%) increase or** the same number of units in its previous location on the lot, regardless of whether or not the requirements of the underlying zone district are met, including but not limited to minimum lot area, maximum lot coverage, maximum height, minimum setbacks, parking and landscaping. Maximum lot coverage may be increased to eighty percent (80%).

5. All other non-conforming uses and/or structures are subject to the non-conforming regulations of the Unified Development Code.

Section 5. 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 6. 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 it application to other persons or circumstances.

Section 7. 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 8. 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 9. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, amended and passed on first reading on the 2nd day of April, 2012.

Published as amended by Title as a Bill for an Ordinance in the City's official newspaper on the 6th day of April, 2012.

Published as amended as a Bill for an Ordinance on the City's official website beginning on the 4th day of April, 2012 for thirty (30) days.

A Public Hearing was held on the 16th day of April, 2012

Read by title and passed on final reading on the 7th day of May, 2012.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2012, on the 11th day of May, 2012.

Published by title on the City's official website beginning on the 9th day of May, 2012 for thirty (30) days.

Randy P. Penn, Mayor

ATTEST:

Kerry Bush, Deputy City Clerk

I, Kerry Bush, Deputy 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 2012.

Kerry Bush

EXHIBIT A

Legal Description for Portions of Medical District Sub-area 2 Establishing Neighborhood Preservation Overlay Zone District (NPO)

That part of the SE quarter of Section 34, Township 4 South, Range 68 West of the 6th P.M., situated within the City of Englewood, Arapahoe County, Colorado, more particularly described as follows:

Beginning at the intersection of the centerlines of East Floyd Avenue and South Sherman Street; thence westerly along the centerline of East Floyd Avenue a distance of 163 feet to the intersection of the centerline of East Floyd Avenue and the extended centerline of the north-south alley of Block 6, Rose Addition; thence northerly a distance of 660 feet to the intersection of the centerline of East Eastman Avenue and the extended centerline of the north-south alley of Block 6, Rose Addition; then easterly a distance of 652 feet to the intersection of the centerline of East Eastman Avenue and the extended centerline of the north-south alley of Block 8, Rose Addition; then southerly a distance of 1,800 feet; thence westerly a distance of 8 feet to the southeast corner of Lot 18, Block 8, Premier Addition; thence westerly a distance of 125 feet along the south line of Lot 18, Block 8, Premier Addition to the southwest corner of said lot; thence westerly a distance of 60 feet to the east line of Lot 30, Block 7, Premier Addition; then westerly a distance of 125 feet to the west line of Lot 30, Block 7, Premier Addition; then westerly a distance of 8 feet to the centerline of the north-south alley of Block 7, Premier Addition; thence northerly a distance of 1,140 feet to the centerline of East Floyd Avenue and the extended centerline of the north-south alley of Block 2, Premier Addition; thence westerly a distance of 163 feet to the intersection of the centerlines of East Floyd Avenue and South Sherman Street, the point of beginning.

City of Englewood, Colorado

Englewood Medical District Small Area Plan:
Proposed Subarea 2
Neighborhood Preservation Overlay (NPO)

LEGEND

Neighborhood Preservation Overlay Boundary

Subarea Boundary

March 2012

0 150 300 450
Feet

COUNCIL COMMUNICATION

Date	Agenda Item	Subject
May 7, 2012	11 c i	Buildings 4, 9, 10 & 13 Exterior Repairs Project Construction Contract

INITIATED BY	STAFF SOURCE
Littleton/Englewood WWTP Supervisory Committee	Stewart H. Fonda, Director of Utilities Chong Woo, Engineering/Maintenance Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approval of the Capital Infrastructure Projects in the Littleton/Englewood WWTP 2012 Budget.

RECOMMENDED ACTION

The recommended action is to approve, by Motion, a construction contract for the Buildings 4, 9, 10 & 13 Exterior Repairs Project at the Littleton/Englewood Wastewater Treatment Plant. Staff recommends awarding the contract to the lowest acceptable bidder, Calahan Construction Services, in the amount of $365,981.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Buildings 4, 9, 10 & 13 Exterior Repairs Project is the result of our regular building inspection and preventative maintenance program. The Project will include concrete repair, brick veneer repair, caulking replacement, sealing and painting, and exterior roof deck coating replacement. These repair efforts will extend the life of the buildings and structures and defer major structural rehabilitation projects.

The Bid Opening was conducted on Tuesday, March 20, 2012. The project was well received and a total of four (4) bids were submitted from various general construction contractors.

Project Services, Inc., Arvada, CO	$ 349,653
Calahan Construction Services, Denver, CO	$ 365,981
Premier Specialty Contractors, Inc., Denver, CO	$ 396,950
Restruction Corporation, Sedalia, CO	$ 481,707

Project Services, Inc. was identified as the apparent low bidder. However, Project Services was dismissed due to an incomplete Bid submission. The Bid package did not contain the necessary Statement of Qualifications Form which contains information used for the bid evaluation. Information not provided included company profile, liquidated damages/disputes, pending lawsuits, insurance, past experience with government agencies, and project references.

Calahan Construction Services was the next low bid. Based on our review, Calahan's Bid is responsive and complete. Calahan is a Denver based company, family owned and operated, and is well known in the

industry. The firm is a Denver Water pre-approved contractor and has had previous successful projects with the City of Englewood.

We anticipate providing the Notice to Proceed in May 2012. The construction phase is estimated to take four months, with Final Completion in September 2012.

FINANCIAL IMPACT

The bid amount is available in the 2012 capital budget and will be shared 50/50 by the Cities of Englewood and Littleton.

LIST OF ATTACHMENTS

Bid Tabulation Sheet
Contract

City of Englewood Bid Tabulation Sheet

Bid Opening: March 20, 2012 2:00 PM MDT

Apparent Low Bidder

ITEM: ITB-12-005 LE/WWTP Bldgs 4,9,10 & 13 Exterior Repairs Project

Contractor	Bid Bond Y/N	SOQ Y/N	Receipt of Addendums 1&2 Y/N	Total Base Bid	*Exceptions:*
Calahan Construction Services					
95 Rio Grande Blvd					
Denver, CO 80223					
Don Calahan, VP, 303-595-0214 X202	Y	Y	Y	$365,981.00	
Premier Specialty Contractors					
2311 S Platte Dr.					
Denver, CO 80223					
Christine Schultheis, VP, 303-934-2467	Y	Y	Y	$396,950.00	
Project Services, Inc.					Contractor did not submit the required statement
6795 W 80th Cir					of qualifications document that was stated on pg.
Arvada, CO 80003					5 of the Invitation to Bid that was included with
Kevin Chavez, President	Y	N	Y	$349,653.00	all of the uploaded bid documents.
Restruction Corporation					
PO Box 343					*Noted on the Bid Proposal:
Sedalia, CO 80135					Does not include cost of lifts or bond*
Robert McCormac, VP, 303-688-8244	Y	Y	Y	$481,707.00	

CONTRACT

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this _____ day of _____, 2012, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and DSRW Enterprises, Inc., dba Calahan Construction Services, whose address is 95 Rio Grande Blvd., Denver, CO 80223, ("Contractor"), commencing on the day of _____ __, 2012, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: L/E WWTP Buildings 4, 9, 10 & 13 Exterior Repairs Project

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

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

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

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

   Invitation to Bid
   Contract (this instrument)
   Insurance
   Performance Payment Maintenance Bond
   Technical Specifications
   Drawings sheets
   Spill Control, Management and Clean-up Document

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

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

the Director of Utilities and agrees to fully complete said work within one hundred twenty (120) calendar days from the date of such notice, plus such extension or extensions of time as may be granted by the Director of Utilities in accordance with the provisions of the Contract Documents and Specifications.

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

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

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

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

G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being Three Hundred Sixty Five Thousand Nine Hundred Eighty One Dollars ($ 365,981.00)

H. Appropriation of Funds: At present, **$ 365,981.00** has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.

I. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.

J. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

K. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of one (1) year from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Utilities 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: _____

Title: _____

Contractor (print company name)

By: _____ Date: 5-1-12
(Signature)

_____
(Print name and Title)

STATE OF _____
) ss.
COUNTY OF _____)

LINDA J. MEAD NOTARY PUBLIC STATE OF COLORADO
My Commission Expires MAY 8, 2012

On this 1st day of May, 2012, before me personally appeared Don Calahan, known to me to be the Vice President of Calahan Construction Services, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: May 8, 2012

NC