



Council Request Update

May 8, 2017

Council Request: 17-011

Assigned to: Finance and Administrative Services

Request: Copy of capital budget for past 5 years

Response: Please see attached from Finance and Administrative Services Director Kathy Rinkel.

Council Request: 17-017

Assigned to: Police Department

Request: Request for Police Department to provide a list of amendments passed by Denver, regarding Fire Code.

Response: These council requests have been answered and can be found within the materials relating to the adoption of the 2015 International Fire Code.

Council Request: 17-019

Assigned to: Police Department

Request: Request for an executive summary of Fire Code analysis for Englewood and Denver

Response: These council requests have been answered and can be found within the materials relating to the adoption of the 2015 International Fire Code.

Council Request: 17-020

Assigned to: Police Department

Request: Request for Police Department to provide a summary of analysis on how the 2015 International Fire Code will impact Englewood Citizens

Response: These council requests have been answered and can be found within the materials relating to the adoption of the 2015 International Fire Code.

Council Request: 17-039

Assigned to: Parks, Recreation & Library

Request: Request for the total revenue generated by Pirates Cove since it opened, and costs for the facility since it has opened.

Response: Please see attached from Parks, Recreation & Library Director Dorothy Hargrove.

Council Request: 17-041

Assigned to: WWTP

Request: Request for the WWTP to provide budget documentation showing where the Infor Software at WWTP will be paid.

Response: The corrected response for CR17-041:

The funds for the Infor Enterprise Asset Management (EAM) SaaS Software Agreement, in the amount of \$85,793.40, are located within the Business Services Division's 2017 Budget under the line item 90-1706-54206, called 'Software/Hardware Maintenance Agreements'. This line item (90-1706-54206) rolls up into the 'Contractual' expenditures portion (\$822,936.00) of the 2017 Budget for the L/E WWTP Business Services Division, which is depicted in the red circle on the attached PDF.

Attached is the budget workbook for the Business Services Division (90-1706) Budget, which shows individual line items.

Council Request: 17-046

Assigned to: CMO

Request: Request for the CMO to setup a meeting between the City Council Hospital Liaisons and Swedish and Craig Hospital CEO's.

Response: A meeting has been scheduled for Thursday, June 8th at 9 a.m. The last 30 minutes of the meeting will include a tour of Craig Hospital's new facility.

Council Request: 17-062

Assigned to: City Attorney

Request: Request for a legal analysis of the Fox building and whether or not the forfeiture rules would allow a sale or lease of the building.

Response: Please see attached from City Attorney Alison McKenney Brown.

Council Request: 17-067

Assigned to: Community Development

Request: Request for Community Development to confirm that 1101 E. Girard is zoned for a tri-plex.

Response: Please see attached memo from Community Development's Senior Planner Harold Stitt.

Council Request: 17-068

Assigned to: Utilities

Request: Request for Utilities to provide a copy of the NavPoint agreement

Response: Please see attached from Utilities Director Tom Brennan

Council Request: 17-070

Assigned to: Community Development

Request: Request for Community Development to check if building permits have been issued for 3240 South Corona Street.

Response: Please see attached memo from Community Development's Senior Planner Harold Stitt.

Council Request: 17-071

Assigned to: City Attorney

Request: Request for the language of 2011 Initiative 2D which protects parking on private property.

Response: Please see attached from City Attorney Alison McKenney Brown.



Response to Council Request 17-011

To: City Council
From: Kathleen Rinkel, Director of Finance and Administrative Services
Date: April 27, 2017
Subject: Capital Project for past 5 years

In response to your request, attached is a list of the Capital Projects completed over the past 5 years. A summary of the information is in the chart below:

Row Labels	Number of Projects Completed	Total Project Cost
2012	11	\$1,932,269
2013	5	\$6,134,949
2014	10	\$3,303,784
2015	9	\$4,411,175
2016	11	\$4,648,577
Grand Total	46	\$20,430,754

Although not directly requested, we have also included the reports of projects in process with status through March 31, 2017.

Please let me know if you have any questions.

Sincerely,

Kathleen Rinkel, CPA, CMA
Director of Finance and Administrative Services
krinkel@englewoodco.gov
(303) 672-2401



**City of Englewood
Capital Projects Completed
2012-2016**

Fund	Project Description	Project/GL	Year Completed	Total Cost
Governmental Type Funds				
02-Gen'l Fund	Pumps Replacement -Hosanna Athletic Field Lift Station	02.1305	2012	\$ 53,149
03-CTF	ERC Raquetball Ct Remodel	1301-0005.58	2012	51,172
03-CTF	Pirates Cove Lazy River Repair and Painting	1301-0005.63	2012	56,023
03-CTF	Security Cameras Recreation Center New System	1301-0005.39	2014	176,513
03-CTF	ERC Track Resurface	1301-0005.65	2014	53,127
03-CTF	RiverRun Trailhead - CTF Contribution to RiverRun Park	1301-0005.66	2016	75,000
10-Open Space	Centennial Park Trail Loop Renovation	1301-0008.500.06.XX	2012	395,134
10-Open Space	Northwest Greenbelt Playground Reno	1301-0008.500.07.XX	2014	251,757
10-Open Space	Duncan Park Land Purchase	1301-0008.500.04.XX	2015	2,487,072
10-Open Space	Hosanna Turf - City contribution to Englewood Public School Turf project	1301-0008.45	2015	250,000
10-Open Space	Gateway Enhancements Parks Signage	1301-0008.500.09.XX	2016	276,036
10-Open Space	RiverRun / Riverside Park - Creation of new park at Platte River near Golf Course	1301-0008.500.08.XX	2016	1,729,483
30-PIF	ERC Boiler Upgrade and Replacement	1301-0004.23	2013	106,945
30-PIF	Security Cameras Golf Course New System	1301-0004.18.14	2014	50,000
30-PIF	Little Dry Creek Fountain Repairs	1001-0001.15	2014	112,760
30-PIF	Recreation Center Cooling Tower Upgrade and Replacement	1005-0005.01	2016	914,680

**City of Englewood
Capital Projects Completed
2012-2016**

Fund	Project Description	Project/GL	Year Completed	Total Cost
30-PIF	Recreation Center Roof Replacement	1005-0005.02	2016	471,859
31-CPF	Emergency Alert Sirens - System Replacement - Citywide 6 sirens	1101-0002.17	2012	85,600
31-CPF	Security Cameras Civic Center New System	0701-0003.12 / 1005-0004.16	2014	288,514
31-CPF	Jefferson Station Roof Replacement	1005-0004.26	2016	59,217
31-CPF	Library Circulation Desk Improvement	1201-0008.04	2016	34,107
61-Servicenter	New Salt Building at the Servicenter	61.1008	2012	43,169
61-Servicenter	Oil Room Project at Servicenter - Oil Room and Oil Delivery System Built	61.1008	2015	66,266
Enterprise Type Funds				
40-Water	McLellan Reservoir Outlet Pipe Replacement	40.1601	2012	119,950
40-Water	Water Main replacement 3000-3400 W Grand Ave	40.1604	2012	107,637
40-Water	Water Main replacement 4100 S Pearl St	40.1604	2012	119,228
40-Water	Allen Treatment Plant UV Process-equipment and installation	40.1603	2013	4,851,577
40-Water	Water Main replacement 4200 S Pearl St	40.1604	2013	113,845
40-Water	3 million gallon storage tanks rehabilitation (two tanks)	40.1603	2014	1,239,913
40-Water	McLellan Reservoir Deep Well rehabilitation	40.1602	2015	71,309
40-Water	Allen Treatment Plant roof replacement	40.1603	2015	507,969

**City of Englewood
Capital Projects Completed
2012-2016**

Fund	Project Description	Project/GL	Year Completed	Total Cost
40-Water	Water Main replacement 4100-4200 S Pennsylvania St	40.1604	2015	156,529
40-Water	Water Main replacement 2900-3000 S Ogden St	40.1604	2016	237,669
41-Sewer	Englewood 50% of LEWWTP capital spending	41.1607	2012	572,425
41-Sewer	Englewood 50% of LEWWTP capital spending	41.1607	2013	528,302
41-Sewer	Englewood 50% of LEWWTP capital spending	41.1607	2014	497,019
41-Sewer	Englewood 50% of LEWWTP capital spending	41.1607	2015	352,990
41-Sewer	Englewood 50% of LEWWTP capital spending	41.1607	2016	358,271
42-Storm Water	Oxford and Natches-Riverpoint storm drain pipe replacement and street repairs	42.1607	2015	48,905
42-Storm Water	5200 Broadway repairs-storm drain outlet replacement and street repairs	42.1607	2016	38,588
43-Golf Course	Golf Pump House and Wet Well Replacement	43.1307	2014	220,978
44-Concrete	Concrete replacement program	44.1006	2012	328,782
44-Concrete	Concrete replacement program	44.1006	2013	534,280
44-Concrete	Concrete replacement program	44.1006	2014	413,203
44-Concrete	Concrete replacement program	44.1006	2015	470,135
44-Concrete	Concrete replacement program	44.1006	2016	453,667
				<u>\$ 20,430,754</u>

**CONSERVATION TRUST FUND
PROJECT STATUS AND FUND BALANCE REPORT
March 31, 2017**

Project #	Task #	PROJECT	Project End Date	A	B	C	Budget Amend Notes	A+B+C	D	E	D+E	A+B+C-D-E
				Fund Bal. Carry Fwd. 12/31/2016	2017 Approp.	Budget Amend		REVISED BUDGET	2017 EXPEND.	2017 ENCUMB.	TOTAL EXP AND ENC	APPROP. BALANCE
1301-0005	06	ERC/Malley fitness equipment replacement	Ongoing	20,909.02	50,000.00			70,909.02		22,415.04	22,415.04	48,493.98
1301-0005	11	ERC Pool Resurface		-	80,000.00			80,000.00			-	80,000.00
1301-0005	22	Bellevue Park Farm Improvements		4,023.21				4,023.21			-	4,023.21
1301-0005	46	PC Furniture		-	50,000.00			50,000.00	5,426.50		5,426.50	44,573.50
1301-0005	47	Pirates Cove Expansion Fund	Ongoing	885,078.29				885,078.29			-	885,078.29
1301-0005	48	PC Maintenance	Ongoing	87.78	75,000.00			75,087.78			-	75,087.78
1301-0005	49	Bellevue Park Children's Train	Ongoing	5,346.62	15,000.00			20,346.62		6,166.00	6,166.00	14,180.62
1301-0005	56	Canopy Replacement		2,650.00				2,650.00			-	2,650.00
1301-0005	59	ERC Pool Chlorinator & Boiler		30,552.95				30,552.95			-	30,552.95
1301-0005	61	Rec Trac POS Hardware Replacement		11,554.71				11,554.71			-	11,554.71
1301-0005	66	RiverRun Trailhead Funding		75,000.00				75,000.00			-	75,000.00
1301-0005	68	ERC Scoreboard Replacement		12,000.00				12,000.00	11,146.00		11,146.00	854.00
1301-0005	69	ERC/Malley Selectorized Weight		1,192.03				1,192.03			-	1,192.03
1301-0005	70	Malley Exterior Lighting		30,000.00				30,000.00	3,895.00		3,895.00	26,105.00
1301-0005	72	Parks & Rec Master Plan		15,777.26				15,777.26	4,948.35	5,128.91	10,077.26	5,700.00
1301-0005	73	ERC Renovation Planning		-	70,000.00			70,000.00			-	70,000.00
1301-0005	74	Inline Hockey Rink Reno/Pickleball		-	15,000.00	(15,000.00)	Tx to 99999	-			-	-
1301-0005	99999	CTF Contingency Fund	Ongoing	126,504.44	85,000.00	15,000.00	Tx from 74	226,504.44		37,448.24	37,448.24	189,056.20
TOTALS				1,220,676.31	440,000.00	-		1,660,676.31	25,415.85	71,158.19	96,574.04	1,564,102.27

Distribution:

- K. Engels, Finance
- D. Hargrove, Library
- D. Henderson, Public Works
- E. Keck, CMO
- D. Lee, Recreation
- D. Long, Public Works
- L. Nimmo, Public Works
- J. Nolan, Revenue
- B. Power, CD
- K. Rinkel, Finance
- M. Robinson, CMO
- J. Sack, Recreation
- B. Spada, Recreation
- P. Weller, Public Works

SUMMARY INCOME STATEMENT:	2017 ACTUAL	2017 ESTIMATE	REMAINING BALANCE
Revenues:			
Lottery Proceeds	\$ 75,647.37	\$ 300,000.00	\$ 224,352.63
Interest Income	4,063.60	10,000.00	5,936.40
Total revenues	79,710.97	310,000.00	230,289.03
Expenditures (from above)	96,574.04		
Net income (loss)	(16,863.07)		
Fund Balance - 1/1/16	1,462,588.87		
Plus: Remaining Revenue Balance	230,289.03		
Plus: Remaining 2016 Revenue	-		
Less: Appropriation Balance	(1,564,102.27)		
Less: Proj Bal Adj for Negative	(0.00)		
Fund Balance - unappropriated	\$ 111,912.56		

CAPITAL PROJECTS FUND (MYCP)
PROJECT STATUS AND FUND BALANCE REPORT
March 31, 2017

Project #	Task #	G/L Division	PROJECT	Project Start Year	Project End Date	A	B	C	Budget Amend Notes	A+B+C	D	E	D+E	A+B+C-D-E
						Fund Bal. Carry Fwd. 12/31/2016	2017 Approp.	BUDGET Amendments		REVISED BUDGET	2017 EXPEND.	2017 ENCUMB.	TOTAL EXP. AND ENC.	APPROP. BALANCE
<u>CITY MANAGER</u>														
0201-0011	01	0201	Webstreaming Equip - City Council	2016		4,431.81				4,431.81			-	4,431.81
SUBTOTAL						4,431.81	-	-		4,431.81	-	-	-	4,431.81
<u>MUNICIPAL COURT</u>														
0401-0005	01	0401	Audio/Video System Upgrade	2007		(0.00)	50,000.00			50,000.00		-	-	50,000.00
0401-0005	03	0401	Furniture	2017		-	5,000.00			5,000.00				5,000.00
SUBTOTAL						(0.00)	55,000.00	-		55,000.00	-	-	-	55,000.00
<u>CITY CLERK</u>														
0602-0001	03	0602	Document Management System	2016		4,040.00	33,000.00			37,040.00	30,200.00		30,200.00	6,840.00
SUBTOTAL						4,040.00	33,000.00	-		37,040.00	30,200.00	-	30,200.00	6,840.00
<u>INFO TECH</u>														
0701-0003	01	0701	Network Development	2001	Ongoing	582,985.86	150,000.00			732,985.86	246,099.38	36,747.76	282,847.14	450,138.72
0701-0003	02	0701	Telecommunication Systems	2001	Ongoing	139,265.20	25,000.00			164,265.20	67,305.95		67,305.95	96,959.25
0701-0003	04.02	0701	Fin & HR Systems - Lic/Upgrades/Hardware	2001	Ongoing	69,176.90				69,176.90	5,303.09	16,545.63	21,848.72	47,328.18
0701-0003	04.04	0701	Fin & HR Systems - Fin-Tax Collect & Licensing	2001	Ongoing	42,254.40	100,000.00			142,254.40	21,986.68	88,013.32	110,000.00	32,254.40
0701-0003	06	0701	Court System	2001	Ongoing	60,351.28				60,351.28			-	60,351.28
0701-0003	07	0701	Permit Tracking System	2001	Ongoing	59,001.39	60,000.00			119,001.39	2,846.67	28,101.00	30,947.67	88,053.72
0701-0003	09	0701	Departmental PC Replacement	2001	Ongoing	27,267.34	120,000.00			147,267.34	13,925.72		13,925.72	133,341.62
0701-0003	12	0701	Security Cameras	2014	Ongoing	86,870.95	25,000.00			111,870.95	846.00	24,970.00	25,816.00	86,054.95
0701-0003	13	0701	ERP System	2016		827,532.01				827,532.01	79,459.86	363,026.71	442,486.57	385,045.44
0701-0003	14	0701	IT Citrix Security & Mobile	2016		45,000.00				45,000.00			-	45,000.00
0701-0003	15	0701	Disaster Recovery System	2016		150,000.00				150,000.00			-	150,000.00
0701-0003	16	0701	Audio Video Upgrades	2017		-	100,000.00			100,000.00			-	100,000.00
0701-0003	17	0701	Library/Recreation System Upgrades	2017		-	94,500.00			94,500.00	3,336.25		3,336.25	91,163.75
0701-0003	18	0701	Patrol Car MDT's	2017		-	72,000.00			72,000.00		27,387.33	27,387.33	44,612.67
SUBTOTAL						2,089,705.33	746,500.00	-		2,836,205.33	441,109.60	584,791.75	1,025,901.35	1,810,303.98
<u>PUBLIC WORKS</u>														
1005-0004	25	1005	Compact Crawler Boom Lift	2016	Complete	-	1,500.00	(1,500.00)	Close to FB	-	5,169.00		5,169.00	(5,169.00)
1005-0004	27	1005	ERC Hot Water Exchanger	2017 Summe	2017 Fall	-	58,000.00			58,000.00			-	58,000.00
1005-0004	28	1005	ERC Restroom Remodel	2017 Fall	2017 Fall	-	25,000.00			25,000.00			-	25,000.00
1005-0004	29	1005	ERC Youth Activity Office	2017 Fall		-	30,000.00			30,000.00			-	30,000.00
1005-0004	30	1005	Civic Center Bathrooms	2017	TBD	-	20,000.00			20,000.00			-	20,000.00
1005-0004	31	1005	Civic Center HVAC Upgrades	2017	TBD	-	85,000.00			85,000.00			-	85,000.00
1005-0004	32	1005	Civic Center Bldg Envelope and Seams	2017	Planning	-	50,000.00			50,000.00			-	50,000.00
1005-0004	100	1005	Facilities and Operations	2017	In Process	-	300,000.00			300,000.00			-	300,000.00
SUBTOTAL						0.00	569,500.00	(1,500.00)		568,000.00	5,169.00	-	5,169.00	562,831.00
<u>POLICE</u>														
1101-0002	02	1101	Computer Assist Dispatch/MIS Sys	2000	Ongoing	-		10,000.00		10,000.00			-	10,000.00
1101-0002	05	1101	Radio CERF	1996	Ongoing	20,830.12				20,830.12			-	20,830.12
1101-0002	20	1101	swat Team Safety Equipment	2015	Ongoing	12.39				12.39			-	12.39
1101-0002	21	1101	Netmotion Antennas	2016		-	10,000.00	(10,000.00)		-			-	-
SUBTOTAL						20,842.51	10,000.00	-		30,842.51	-	-	-	30,842.51

CAPITAL PROJECTS FUND (MYCP)
PROJECT STATUS AND FUND BALANCE REPORT
March 31, 2017

Project #	Task #	G/L Division	PROJECT	Project Start Year	Project End Date	A	B	C	Budget Amend Notes	A+B+C	D	E	D+E	A+B+C-D-E
						Fund Bal. Carry Fwd. 12/31/2016	2017 Approp.	BUDGET Amendments		REVISED BUDGET	2017 EXPEND.	2017 ENCUMB.	TOTAL EXP. AND ENC.	APPROP. BALANCE
1201-0008	04	1201	LIBRARY Circulation Desk Access Imp & Self Check	2015		2,893.22				2,893.22			-	2,893.22
SUBTOTAL						2,893.22	-	-		2,893.22	-	-	-	2,893.22
RECREATION														
1301-0004	05	1301	Art in Public Places (1%)	1999	Ongoing	37,100.89	14,490.00			51,590.89			-	51,590.89
1301-0004	36	1301	Skidloader	2017		-	35,000.00			35,000.00			-	35,000.00
SUBTOTAL						37,100.89	49,490.00	-		86,590.89	-	-	-	86,590.89
TOTALS						2,159,013.76	1,463,490.00	(1,500.00)		3,621,003.76	476,478.60	584,791.75	1,061,270.35	2,559,733.41

Distribution:

M. Brocklander, IT	B. Power, CD
J. Collins, Police	L. Ray, IT
K. Engels, Finance	K. Rinkel, Finance
D. Hargrove, Library	M. Robinson, CMO
D. Henderson, Public Works	J Sack, Recreation
E. Keck, CMO	J. Sanchez, Police
K. Kennedy, Police	J. Solomon, Library
D. Lee, Recreation	B. Spada, Recreation
D. Long, Public Works	J. Traudt, Muni Ct
E. McKee, IT	P. Weller, Public Works
L. Nimmo, Public Works	T. Wolfe, Muni Ct
J. Nolan, Revenue	

Revenues YTD:

	<u>Actual</u>	<u>Estimate</u>	<u>Balance</u>
Transfer from Utilities 2017		\$ 45,000.00	\$ 45,000.00
Transfer from PIF	1,350,000.00	1,350,000.00	-
Can Solar Array	342.03	342.03	-
Interest	7,338.06	7,500.00	161.94
Total revenues	1,357,680.09	1,402,842.03	45,161.94

Exp./Enc. Y-T-D

Net Income	1,061,270.35	3,621,003.76	
FUND BALANCE (1/1/17)	2,318,020.76	2,318,020.76	

FUND BALANCE 03/31/17

Plus: Remaining Revenues	2,614,430.50	99,859.03	
Less: Project Approp. Bal.	45,161.94		
Less: Proj. Bal. adj. for Neg.	(2,559,733.41)		
	(5,169.00)	(5,169.00)	
UNAPPROP. FUND BAL.	\$ 94,690.03	\$ 94,690.03	

**PUBLIC IMPROVEMENT FUND
PROJECT STATUS AND FUND BALANCE REPORT
March 31, 2017**

Project #	Task #	G/L Division	PROJECT	Project Start Year	Project End Date	A	B	C	Budget Amend Notes	A+B+C	D	E	D+E	A+B+C-D-E
						Fund Bal. Carry Fwd. 12/31/2016	2017 Approp.	BUDGET Amendments		REVISED BUDGET	2017 EXPEND.	2017 ENCUMB.	TOTAL EXP. AND ENC.	APPROP. BALANCE
CITY MANAGER														
0201-0003	01	0201	Misc. Infrastructure Repairs	Ongoing	Ongoing	30,667.73				30,667.73		7,702.00	7,702.00	22,965.73
0201-0003	03	0201	Building Systems Replacement	2014	Ongoing	88,955.75				88,955.75	22,202.48	4,287.74	26,490.22	62,465.53
0201-0003	04	0201	Public Safety/Court Facility Design & Study	2016		10,478.40				10,478.40		10,043.20	10,043.20	435.20
0201-0003	05	0201	Branding Monument & Building Signs	2017		-	250,000.00			250,000.00			-	250,000.00
SUBTOTAL						130,101.88	250,000.00	-		380,101.88	22,202.48	22,032.94	44,235.42	335,866.46
COMMUNITY DEVELOPMENT														
0801-0010	02	0801	Economic Incentive Prog - Martin	2013		61,694.00	79,194.00	(79,194.00)	Close to FB	61,694.00			-	61,694.00
0801-0010	05	0801	Economic Incentive Prog - Rite Aid	2017		-	30,600.00	25.00	Correct to Cont	30,625.00			-	30,625.00
0801-0012	02	0801	Broadway Improvements	2017		-	150,000.00			150,000.00			-	150,000.00
0803-0008	02	0803	Paseo Project	2008		-	50,000.00			50,000.00			-	50,000.00
0803-0008	05	0803	Paseo Mid-Block Crossing	2016		54,311.90				54,311.90	1,184.50	6,699.44	7,883.94	46,427.96
SUBTOTAL						116,005.90	309,794.00	(79,169.00)		346,630.90	1,184.50	6,699.44	7,883.94	338,746.96
PUBLIC WORKS														
1001-0001	05	1002	Road and Bridge	Ongoing	Ongoing	338,706.12	1,254,466.00			1,593,172.12	15,599.83	690,733.65	706,333.48	886,838.64
1001-0001	06	1002	Bridge Repairs	1994	Ongoing	236,843.29	50,000.00			286,843.29		200,327.90	200,327.90	86,515.39
1001-0001	09	1004	Transportation System Upgrade	1997	Ongoing	64,328.79	165,000.00			229,328.79	39,117.54	5,774.90	44,892.44	184,436.35
1001-0001	14	1003	Santa Fe Light Poles	2011	Ongoing	25,000.00				25,000.00			-	25,000.00
1001-0001	17	1002	Dartmouth Bridge	2018	2019	1,500,000.00				1,500,000.00			-	1,500,000.00
1001-0001	18	1002	Street Lights & Furniture Broadway	2016	Ongoing	35,100.00	40,000.00			75,100.00			-	75,100.00
1001-0001	19	1003	Alley Construction	2016	Ongoing	150,000.00	100,000.00			250,000.00			-	250,000.00
1001-0003		1001	Concrete Utility - City Share	1998	Ongoing	(0.00)	280,000.00			280,000.00			-	280,000.00
1002-0002		1002	Concrete Program - Accessible Ramps	1996	Ongoing	18,261.06	30,000.00			48,261.06			-	48,261.06
1005-0006	01	1005	Civic Center Facility Rehab / Repairs	2016	Ongoing	289,990.37				289,990.37	22,250.07	-	22,250.07	267,740.30
1005-0006	05	1005	Jefferson Facility Rehab / Repairs	2016	Ongoing	254,176.06				254,176.06	2,100.00	-	2,100.00	252,076.06
1005-0006	06	1005	Acoma Facility Rehab / Repairs	2016	Ongoing	186,101.01				186,101.01	18,659.60	604.80	19,264.40	166,836.61
SUBTOTAL						3,098,506.70	1,919,466.00	-		5,017,972.70	97,727.04	897,441.25	995,168.29	4,022,804.41
RECREATION														
1301-0004	25	1301	Broadway Medians/Lighting/Flower Pots	2016	Ongoing	20,771.00	25,750.00			46,521.00		10,375.00	10,375.00	36,146.00
1301-0004	28	1301	Rotolo Playground Replacement	2016		188,385.00				188,385.00	543.40	156,790.00	157,333.40	31,051.60
1301-0004	32	1301	Tree Maintenance	2017		-	12,000.00			12,000.00			-	12,000.00
1301-0004	33	1201	Library Upgrades	2017		-	50,000.00			50,000.00			-	50,000.00
1301-0004	34	1302	ERC Upgrades	2017		-	50,000.00			50,000.00			-	50,000.00
1301-0004	35	1301	Parking Lots / Asphalt -PW	2017		-	20,000.00			20,000.00			-	20,000.00
SUBTOTAL						0	209,156.00	157,750.00	-	366,906.00	543.40	167,165.00	167,708.40	199,197.60
GENERAL GOVERNMENT														
		1501	Transfer to Capital Projects Fund	2002	Ongoing	-	1,350,000.00			1,350,000.00	1,350,000.00		1,350,000.00	-
		1501	Transfer to General Fund	2004	Ongoing	-	117,033.00			117,033.00	117,033.00		117,033.00	-
SUBTOTAL						-	1,467,033.00	-		1,467,033.00	1,467,033.00	-	1,467,033.00	-
TOTALS						3,553,770.48	4,104,043.00	(79,169.00)		7,578,644.48	1,588,690.42	1,093,338.63	2,682,029.05	4,896,615.43

Distribution:

121,657.42

**PUBLIC IMPROVEMENT FUND
PROJECT STATUS AND FUND BALANCE REPORT
March 31, 2017**

Project #	Task #	G/L Division	PROJECT	Project Start Year	Project End Date	A	B	C	Budget Amend Notes	A+B+C	D	E	D+E	A+B+C-D-E	
						Fund Bal. Carry Fwd. 12/31/2016	2017 Approp.	BUDGET Amendments		REVISED BUDGET	2017 EXPEND.	2017 ENCUMB.	TOTAL EXP. AND ENC.	APPROP. BALANCE	
K. Engels, Finance										Revenues YTD:			Actual	Estimate	Balance
D. Hargrove, Library										Vehicle Use Tax	\$	324,664.98	\$	1,900,000.00	\$ 1,575,335.02
D. Henderson, Public Works										Building Use Tax		414,698.41		900,000.00	485,301.59
E. Keck, CMO										County Road and Bridge				187,761.89	187,761.89
D. Lee, Recreation										Interest		12,336.77		20,000.00	7,663.23
D. Long, Public Works										Total revenues		751,700.16		3,007,761.89	2,256,061.73
L. Nimmo, Public Works															
J. Nolan, Revenue & Budget										Exp./Enc. Y-T-D		2,682,029.05		7,578,644.48	4,896,615.43
B. Power, CD										Net Income		(1,930,328.89)		(4,570,882.59)	
K. Rinkel, Finance										FUND BALANCE (1/1/17)		5,314,375.40		5,314,375.40	
M. Robinson, CMO															
J. Sack, Recreation										FUND BALANCE		3,384,046.51		743,492.81	
B. Spada, Recreation										Plus: Remaining Revenues		2,256,061.73			
L. Vostry, Public Works										Less: Project Approp. Bal.		(4,896,615.43)			
P. Weller, Public Works										Less: Proj. Bal. adj. for Neg.		-		-	
										UNAPPROP. FUND BAL.	\$	743,492.81	\$	743,492.81	

**City of Englewood
Capital Projects Completed
2012-2016**

Fund	Project Description	Project/GL	Year Completed	Total Cost
Governmental Type Funds				
02-Gen'l Fund	Pumps Replacement -Hosanna Athletic Field Lift Station	02.1305	2012	\$ 53,149
03-CTF	ERC Raquetball Ct Remodel	1301-0005.58	2012	51,172
03-CTF	Pirates Cove Lazy River Repair and Painting	1301-0005.63	2012	56,023
03-CTF	Security Cameras Recreation Center New System	1301-0005.39	2014	176,513
03-CTF	ERC Track Resurface	1301-0005.65	2014	53,127
03-CTF	RiverRun Trailhead - CTF Contribution to RiverRun Park	1301-0005.66	2016	75,000
10-Open Space	Centennial Park Trail Loop Renovation	1301-0008.500.06.XX	2012	395,134
10-Open Space	Northwest Greenbelt Playground Reno	1301-0008.500.07.XX	2014	251,757
10-Open Space	Duncan Park Land Purchase	1301-0008.500.04.XX	2015	2,487,072
10-Open Space	Hosanna Turf - City contribution to Englewood Public School Turf project	1301-0008.45	2015	250,000
10-Open Space	Gateway Enhancements Parks Signage	1301-0008.500.09.XX	2016	276,036
10-Open Space	RiverRun / Riverside Park - Creation of new park at Platte River near Golf Course	1301-0008.500.08.XX	2016	1,729,483
30-PIF	ERC Boiler Upgrade and Replacement	1301-0004.23	2013	106,945
30-PIF	Security Cameras Golf Course New System	1301-0004.18.14	2014	50,000
30-PIF	Little Dry Creek Fountain Repairs	1001-0001.15	2014	112,760
30-PIF	Recreation Center Cooling Tower Upgrade and Replacement	1005-0005.01	2016	914,680

**City of Englewood
Capital Projects Completed
2012-2016**

Fund	Project Description	Project/GL	Year Completed	Total Cost
30-PIF	Recreation Center Roof Replacement	1005-0005.02	2016	471,859
31-CPF	Emergency Alert Sirens - System Replacement - Citywide 6 sirens	1101-0002.17	2012	85,600
31-CPF	Security Cameras Civic Center New System	0701-0003.12 / 1005-0004.16	2014	288,514
31-CPF	Jefferson Station Roof Replacement	1005-0004.26	2016	59,217
31-CPF	Library Circulation Desk Improvement	1201-0008.04	2016	34,107
61-Servicenter	New Salt Building at the Servicenter	61.1008	2012	43,169
61-Servicenter	Oil Room Project at Servicenter - Oil Room and Oil Delivery System Built	61.1008	2015	66,266
Enterprise Type Funds				
40-Water	McLellan Reservoir Outlet Pipe Replacement	40.1601	2012	119,950
40-Water	Water Main replacement 3000-3400 W Grand Ave	40.1604	2012	107,637
40-Water	Water Main replacement 4100 S Pearl St	40.1604	2012	119,228
40-Water	Allen Treatment Plant UV Process-equipment and installation	40.1603	2013	4,851,577
40-Water	Water Main replacement 4200 S Pearl St	40.1604	2013	113,845
40-Water	3 million gallon storage tanks rehabilitation (two tanks)	40.1603	2014	1,239,913
40-Water	McLellan Reservoir Deep Well rehabilitation	40.1602	2015	71,309
40-Water	Allen Treatment Plant roof replacement	40.1603	2015	507,969

**City of Englewood
Capital Projects Completed
2012-2016**

Fund	Project Description	Project/GL	Year Completed	Total Cost
40-Water	Water Main replacement 4100-4200 S Pennsylvania St	40.1604	2015	156,529
40-Water	Water Main replacement 2900-3000 S Ogden St	40.1604	2016	237,669
41-Sewer	Englewood 50% of LEWWTP capital spending	41.1607	2012	572,425
41-Sewer	Englewood 50% of LEWWTP capital spending	41.1607	2013	528,302
41-Sewer	Englewood 50% of LEWWTP capital spending	41.1607	2014	497,019
41-Sewer	Englewood 50% of LEWWTP capital spending	41.1607	2015	352,990
41-Sewer	Englewood 50% of LEWWTP capital spending	41.1607	2016	358,271
42-Storm Water	Oxford and Natches-Riverpoint storm drain pipe replacement and street repairs	42.1607	2015	48,905
42-Storm Water	5200 Broadway repairs-storm drain outlet replacement and street repairs	42.1607	2016	38,588
43-Golf Course	Golf Pump House and Wet Well Replacement	43.1307	2014	220,978
44-Concrete	Concrete replacement program	44.1006	2012	328,782
44-Concrete	Concrete replacement program	44.1006	2013	534,280
44-Concrete	Concrete replacement program	44.1006	2014	413,203
44-Concrete	Concrete replacement program	44.1006	2015	470,135
44-Concrete	Concrete replacement program	44.1006	2016	453,667
				<u>\$ 20,430,754</u>

**CONSERVATION TRUST FUND
PROJECT STATUS AND FUND BALANCE REPORT
March 31, 2017**

Project #	Task #	PROJECT	Project End Date	A	B	C	Budget Amend Notes	A+B+C	D	E	D+E	A+B+C-D-E
				Fund Bal. Carry Fwd. 12/31/2016	2017 Approp.	Budget Amend		REVISED BUDGET	2017 EXPEND.	2017 ENCUMB.	TOTAL EXP AND ENC	APPROP. BALANCE
1301-0005	06	ERC/Malley fitness equipment replacement	Ongoing	20,909.02	50,000.00			70,909.02		22,415.04	22,415.04	48,493.98
1301-0005	11	ERC Pool Resurface		-	80,000.00			80,000.00			-	80,000.00
1301-0005	22	Bellevue Park Farm Improvements		4,023.21				4,023.21			-	4,023.21
1301-0005	46	PC Furniture		-	50,000.00			50,000.00	5,426.50		5,426.50	44,573.50
1301-0005	47	Pirates Cove Expansion Fund	Ongoing	885,078.29				885,078.29			-	885,078.29
1301-0005	48	PC Maintenance	Ongoing	87.78	75,000.00			75,087.78			-	75,087.78
1301-0005	49	Bellevue Park Children's Train	Ongoing	5,346.62	15,000.00			20,346.62		6,166.00	6,166.00	14,180.62
1301-0005	56	Canopy Replacement		2,650.00				2,650.00			-	2,650.00
1301-0005	59	ERC Pool Chlorinator & Boiler		30,552.95				30,552.95			-	30,552.95
1301-0005	61	Rec Trac POS Hardware Replacement		11,554.71				11,554.71			-	11,554.71
1301-0005	66	RiverRun Trailhead Funding		75,000.00				75,000.00			-	75,000.00
1301-0005	68	ERC Scoreboard Replacement		12,000.00				12,000.00	11,146.00		11,146.00	854.00
1301-0005	69	ERC/Malley Selectorized Weight		1,192.03				1,192.03			-	1,192.03
1301-0005	70	Malley Exterior Lighting		30,000.00				30,000.00	3,895.00		3,895.00	26,105.00
1301-0005	72	Parks & Rec Master Plan		15,777.26				15,777.26	4,948.35	5,128.91	10,077.26	5,700.00
1301-0005	73	ERC Renovation Planning		-	70,000.00			70,000.00			-	70,000.00
1301-0005	74	Inline Hockey Rink Reno/Pickleball		-	15,000.00	(15,000.00)	Tx to 99999	-			-	-
1301-0005	99999	CTF Contingency Fund	Ongoing	126,504.44	85,000.00	15,000.00	Tx from 74	226,504.44		37,448.24	37,448.24	189,056.20
TOTALS				1,220,676.31	440,000.00	-		1,660,676.31	25,415.85	71,158.19	96,574.04	1,564,102.27

Distribution:

- K. Engels, Finance
- D. Hargrove, Library
- D. Henderson, Public Works
- E. Keck, CMO
- D. Lee, Recreation
- D. Long, Public Works
- L. Nimmo, Public Works
- J. Nolan, Revenue
- B. Power, CD
- K. Rinkel, Finance
- M. Robinson, CMO
- J. Sack, Recreation
- B. Spada, Recreation
- P. Weller, Public Works

SUMMARY INCOME STATEMENT:	2017 ACTUAL	2017 ESTIMATE	REMAINING BALANCE
Revenues:			
Lottery Proceeds	\$ 75,647.37	\$ 300,000.00	\$ 224,352.63
Interest Income	4,063.60	10,000.00	5,936.40
Total revenues	79,710.97	310,000.00	230,289.03
Expenditures (from above)	96,574.04		
Net income (loss)	(16,863.07)		
Fund Balance - 1/1/16	1,462,588.87		
Plus: Remaining Revenue Balance	230,289.03		
Plus: Remaining 2016 Revenue	-		
Less: Appropriation Balance	(1,564,102.27)		
Less: Proj Bal Adj for Negative	(0.00)		
Fund Balance - unappropriated	\$ 111,912.56		

CAPITAL PROJECTS FUND (MYCP)
PROJECT STATUS AND FUND BALANCE REPORT
March 31, 2017

Project #	Task #	G/L Division	PROJECT	Project Start Year	Project End Date	A	B	C	Budget Amend Notes	A+B+C	D	E	D+E	A+B+C-D-E
						Fund Bal. Carry Fwd. 12/31/2016	2017 Approp.	BUDGET Amendments		REVISED BUDGET	2017 EXPEND.	2017 ENCUMB.	TOTAL EXP. AND ENC.	APPROP. BALANCE
<u>CITY MANAGER</u>														
0201-0011	01	0201	Webstreaming Equip - City Council	2016		4,431.81				4,431.81			-	4,431.81
SUBTOTAL						4,431.81	-	-		4,431.81	-	-	-	4,431.81
<u>MUNICIPAL COURT</u>														
0401-0005	01	0401	Audio/Video System Upgrade	2007		(0.00)	50,000.00			50,000.00			-	50,000.00
0401-0005	03	0401	Furniture	2017		-	5,000.00			5,000.00			-	5,000.00
SUBTOTAL						(0.00)	55,000.00	-		55,000.00	-	-	-	55,000.00
<u>CITY CLERK</u>														
0602-0001	03	0602	Document Management System	2016		4,040.00	33,000.00			37,040.00	30,200.00		30,200.00	6,840.00
SUBTOTAL						4,040.00	33,000.00	-		37,040.00	30,200.00	-	30,200.00	6,840.00
<u>INFO TECH</u>														
0701-0003	01	0701	Network Development	2001	Ongoing	582,985.86	150,000.00			732,985.86	246,099.38	36,747.76	282,847.14	450,138.72
0701-0003	02	0701	Telecommunication Systems	2001	Ongoing	139,265.20	25,000.00			164,265.20	67,305.95		67,305.95	96,959.25
0701-0003	04.02	0701	Fin & HR Systems - Lic/Upgrades/Hardware	2001	Ongoing	69,176.90				69,176.90	5,303.09	16,545.63	21,848.72	47,328.18
0701-0003	04.04	0701	Fin & HR Systems - Fin-Tax Collect & Licensing	2001	Ongoing	42,254.40	100,000.00			142,254.40	21,986.68	88,013.32	110,000.00	32,254.40
0701-0003	06	0701	Court System	2001	Ongoing	60,351.28				60,351.28			-	60,351.28
0701-0003	07	0701	Permit Tracking System	2001	Ongoing	59,001.39	60,000.00			119,001.39	2,846.67	28,101.00	30,947.67	88,053.72
0701-0003	09	0701	Departmental PC Replacement	2001	Ongoing	27,267.34	120,000.00			147,267.34	13,925.72		13,925.72	133,341.62
0701-0003	12	0701	Security Cameras	2014	Ongoing	86,870.95	25,000.00			111,870.95	846.00	24,970.00	25,816.00	86,054.95
0701-0003	13	0701	ERP System	2016		827,532.01				827,532.01	79,459.86	363,026.71	442,486.57	385,045.44
0701-0003	14	0701	IT Citrix Security & Mobile	2016		45,000.00				45,000.00			-	45,000.00
0701-0003	15	0701	Disaster Recovery System	2016		150,000.00				150,000.00			-	150,000.00
0701-0003	16	0701	Audio Video Upgrades	2017		-	100,000.00			100,000.00			-	100,000.00
0701-0003	17	0701	Library/Recreation System Upgrades	2017		-	94,500.00			94,500.00	3,336.25		3,336.25	91,163.75
0701-0003	18	0701	Patrol Car MDT's	2017		-	72,000.00			72,000.00		27,387.33	27,387.33	44,612.67
SUBTOTAL						2,089,705.33	746,500.00	-		2,836,205.33	441,109.60	584,791.75	1,025,901.35	1,810,303.98
<u>PUBLIC WORKS</u>														
1005-0004	25	1005	Compact Crawler Boom Lift	2016	Complete	-	1,500.00	(1,500.00)	Close to FB	-	5,169.00		5,169.00	(5,169.00)
1005-0004	27	1005	ERC Hot Water Exchanger	2017 Summe	2017 Fall	-	58,000.00			58,000.00			-	58,000.00
1005-0004	28	1005	ERC Restroom Remodel	2017 Fall	2017 Fall	-	25,000.00			25,000.00			-	25,000.00
1005-0004	29	1005	ERC Youth Activity Office	2017 Fall		-	30,000.00			30,000.00			-	30,000.00
1005-0004	30	1005	Civic Center Bathrooms	2017	TBD	-	20,000.00			20,000.00			-	20,000.00
1005-0004	31	1005	Civic Center HVAC Upgrades	2017	TBD	-	85,000.00			85,000.00			-	85,000.00
1005-0004	32	1005	Civic Center Bldg Envelope and Seams	2017	Planning	-	50,000.00			50,000.00			-	50,000.00
1005-0004	100	1005	Facilities and Operations	2017	In Process	-	300,000.00			300,000.00			-	300,000.00
SUBTOTAL						0.00	569,500.00	(1,500.00)		568,000.00	5,169.00	-	5,169.00	562,831.00
<u>POLICE</u>														
1101-0002	02	1101	Computer Assist Dispatch/MIS Sys	2000	Ongoing	-		10,000.00		10,000.00			-	10,000.00
1101-0002	05	1101	Radio CERF	1996	Ongoing	20,830.12				20,830.12			-	20,830.12
1101-0002	20	1101	swat Team Safety Equipment	2015	Ongoing	12.39				12.39			-	12.39
1101-0002	21	1101	Netmotion Antennas	2016		-	10,000.00	(10,000.00)		-			-	-
SUBTOTAL						20,842.51	10,000.00	-		30,842.51	-	-	-	30,842.51

CAPITAL PROJECTS FUND (MYCP)
PROJECT STATUS AND FUND BALANCE REPORT
March 31, 2017

Project #	Task #	G/L Division	PROJECT	Project Start Year	Project End Date	A	B	C	Budget Amend Notes	A+B+C	D	E	D+E	A+B+C-D-E
						Fund Bal. Carry Fwd. 12/31/2016	2017 Approp.	BUDGET Amendments		REVISED BUDGET	2017 EXPEND.	2017 ENCUMB.	TOTAL EXP. AND ENC.	APPROP. BALANCE
1201-0008	04	1201	Circulation Desk Access Imp & Self Check	2015		2,893.22				2,893.22			-	2,893.22
SUBTOTAL						2,893.22	-	-		2,893.22	-	-	-	2,893.22
RECREATION														
1301-0004	05	1301	Art in Public Places (1%)	1999	Ongoing	37,100.89	14,490.00			51,590.89			-	51,590.89
1301-0004	36	1301	Skidloader	2017		-	35,000.00			35,000.00			-	35,000.00
SUBTOTAL						37,100.89	49,490.00	-		86,590.89	-	-	-	86,590.89
TOTALS						2,159,013.76	1,463,490.00	(1,500.00)		3,621,003.76	476,478.60	584,791.75	1,061,270.35	2,559,733.41

Distribution:

M. Brocklander, IT	B. Power, CD
J. Collins, Police	L. Ray, IT
K. Engels, Finance	K. Rinkel, Finance
D. Hargrove, Library	M. Robinson, CMO
D. Henderson, Public Works	J Sack, Recreation
E. Keck, CMO	J. Sanchez, Police
K. Kennedy, Police	J. Solomon, Library
D. Lee, Recreation	B. Spada, Recreation
D. Long, Public Works	J. Traudt, Muni Ct
E. McKee, IT	P. Weller, Public Works
L. Nimmo, Public Works	T. Wolfe, Muni Ct
J. Nolan, Revenue	

Revenues YTD:

	Actual	Estimate	Balance
Transfer from Utilities 2017		\$ 45,000.00	\$ 45,000.00
Transfer from PIF	1,350,000.00	1,350,000.00	-
Can Solar Array	342.03	342.03	-
Interest	7,338.06	7,500.00	161.94
Total revenues	1,357,680.09	1,402,842.03	45,161.94

Exp./Enc. Y-T-D

Net Income	1,061,270.35	3,621,003.76	
FUND BALANCE (1/1/17)	2,318,020.76	2,318,020.76	

FUND BALANCE 03/31/17

Plus: Remaining Revenues	2,614,430.50	99,859.03	
Less: Project Approp. Bal.	45,161.94		
Less: Proj. Bal. adj. for Neg.	(2,559,733.41)		
	(5,169.00)	(5,169.00)	
UNAPPROP. FUND BAL.	\$ 94,690.03	\$ 94,690.03	

**OPEN SPACE FUND
PROJECT STATUS AND FUND BALANCE REPORT
March 31, 2017**

Project #	Task #	PROJECT	Project End Date	A	B	C	Budget Amend Notes	A+B+C	D	E	D+E	A+B+C-D-E
				Fund Bal. Carry Fwd. 12/31/2016	2017 Approp.	BUDGET Amendments		REVISED BUDGET	2017 EXPEND.	2017 ENCUMB.	TOTAL EXP. AND ENC.	APPROP. BALANCE
1301-0008	01	Canine Corral		-	20,000.00			20,000.00			-	20,000.00
1301-0008	08	Parks Equipment	Ongoing	21,021.91	20,000.00			41,021.91			-	41,021.91
1301-0008	10	Tree Replacement	Ongoing	11,759.20	30,000.00			41,759.20	5,902.82		5,902.82	35,856.38
1301-0008	11	Parks flower bed program	Ongoing	2,135.93	35,000.00			37,135.93		12,393.00	12,393.00	24,742.93
1301-0008	15	Parks Rules Signage	Ongoing	18,718.10	10,000.00			28,718.10			-	28,718.10
1301-0008	16	Parks Landscape Improvements	Ongoing	44,618.59	65,000.00			109,618.59	3,993.28		3,993.28	105,625.31
1301-0008	17	Open Space Land Bank	Ongoing	502,090.40	-			502,090.40			-	502,090.40
1301-0008	19	Tennis/Basketball Court Renovation	Ongoing	-	75,000.00			75,000.00			-	75,000.00
1301-0008	21	FabriDam Replacement - PW	2017	199,374.35	52,000.00			251,374.35	3,758.82	19,801.18	23,560.00	227,814.35
1301-0008	22	Irrigation System Replacement	Ongoing	133,291.77	-			133,291.77	6,740.00		6,740.00	126,551.77
1301-0008	23	Parks Maintenance Employee Compensation	Ongoing	(0.00)	115,000.00			115,000.00			-	115,000.00
1301-0008	32	Bellevue Railroad Bridge Repair		50,000.00	35,000.00			85,000.00		85,000.00	85,000.00	-
1301-0008	48	Concrete Trail Replacement - PW	Sum 17	25,800.00	40,000.00			65,800.00		2,249.00	2,249.00	63,551.00
1301-0008	49	Miller Building Demolition - PW	May-17	77,354.00	-			77,354.00	10,390.16		10,390.16	66,963.84
1301-0008	50	Parks Irrigation Well Assessments	Fall 17	37,358.20	100,000.00			137,358.20	17,476.84		17,476.84	119,881.36
1301-0008	51	Bellevue Maintenance Building - PW		-	40,000.00			40,000.00			-	40,000.00
1301-0008	99998	Grant Matching Funds	Ongoing	-	250,000.00			250,000.00	3,350.00		3,350.00	246,650.00
1301-0008	99999	Contingency	Ongoing	130,793.21	25,000.00			155,793.21	6,400.00	18,582.50	24,982.50	130,810.71
		SUBTOTAL		1,254,315.66	912,000.00	-	-	2,166,315.66	58,011.92	138,025.68	196,037.60	1,970,278.06
1301-0008	500.09.01	Gateway Enhancements Grant		-	-			-			-	-
1301-0008	500.09.02	Gateway Enhancements Match		-	-			-			-	-
1301-0008	500.09.03	Gateway Enhancements Phase II Grant		90,900.00	-			90,900.00		62,507.28	62,507.28	28,392.72
1301-0008	500.09.04	Gateway Enhancements Phase II Match		37,663.33	-			37,663.33		20,835.76	20,835.76	16,827.57
		SUBTOTAL		128,563.33	-	-	-	128,563.33	-	83,343.04	83,343.04	45,220.29
1301-0008	500.10.01	Rotolo Park Grant		236,800.00	-			236,800.00	59,338.50	177,461.50	236,800.00	-
1301-0008	500.11.01	NW Greenbelt Trail Connection Grant		250,000.00	-			250,000.00			-	250,000.00
1301-0008	500.11.02	NW Greenbelt Trail Connection Match		91,500.00	-			91,500.00	6,137.50	3,753.75	9,891.25	81,608.75
		SUBTOTAL		341,500.00	-	-	-	341,500.00	6,137.50	3,753.75	9,891.25	331,608.75
		TOTALS		1,961,178.99	912,000.00	-	-	2,873,178.99	123,487.92	402,583.97	526,071.89	2,347,107.10

Distribution:

K. Engels, Finance J. Nolan, Revenue
D. Hargrove, Library B. Power, CD
D. Henderson, PW K. Rinkel, Finance
E. Keck, CMO M. Robinson, CMO
D. Lee, Recreation J. Sack, Recreation
D. Long, PW B. Spada, Recreation
L. Nimmo, PW P. Weller, PW

Revenues:

Open Space Tax
Gateway Enhancements Phase II
Rotolo Park O/S Grant
NW Greenbelt O/S Grant
Interest Income
Total revenues

	2017 Actual	2017 Est	Remaining
		\$ 776,427.00	\$ 776,427.00
		90,900.00	90,900.00
		236,800.00	236,800.00
		250,000.00	250,000.00
	2,620.11	10,000.00	7,379.89
	2,620.11	1,364,127.00	1,361,506.89

Expenditures (from above)

Net income (loss) 526,071.89
(523,451.78)
Fund Balance - 1/1/16 1,685,568.25
Plus: Remaining Revenue Balance 1,361,506.89
Plus: Remaining 2016 Revenue -
Less: Appropriation Balance (2,347,107.10)
Less: Proj Bal Adj for Negative (0.00)
Fund Balance - unappropriated \$ 176,516.26

**PUBLIC IMPROVEMENT FUND
PROJECT STATUS AND FUND BALANCE REPORT
March 31, 2017**

Project #	Task #	G/L Division	PROJECT	Project Start Year	Project End Date	A	B	C	Budget Amend Notes	A+B+C	D	E	D+E	A+B+C-D-E
						Fund Bal. Carry Fwd. 12/31/2016	2017 Approp.	BUDGET Amendments		REVISED BUDGET	2017 EXPEND.	2017 ENCUMB.	TOTAL EXP. AND ENC.	APPROP. BALANCE
CITY MANAGER														
0201-0003	01	0201	Misc. Infrastructure Repairs	Ongoing	Ongoing	30,667.73				30,667.73		7,702.00	7,702.00	22,965.73
0201-0003	03	0201	Building Systems Replacement	2014	Ongoing	88,955.75				88,955.75	22,202.48	4,287.74	26,490.22	62,465.53
0201-0003	04	0201	Public Safety/Court Facility Design & Study	2016		10,478.40				10,478.40		10,043.20	10,043.20	435.20
0201-0003	05	0201	Branding Monument & Building Signs	2017		-	250,000.00			250,000.00			-	250,000.00
SUBTOTAL						130,101.88	250,000.00	-		380,101.88	22,202.48	22,032.94	44,235.42	335,866.46
COMMUNITY DEVELOPMENT														
0801-0010	02	0801	Economic Incentive Prog - Martin	2013		61,694.00	79,194.00	(79,194.00)	Close to FB	61,694.00			-	61,694.00
0801-0010	05	0801	Economic Incentive Prog - Rite Aid	2017		-	30,600.00	25.00	Correct to Cont	30,625.00			-	30,625.00
0801-0012	02	0801	Broadway Improvements	2017		-	150,000.00			150,000.00			-	150,000.00
0803-0008	02	0803	Paseo Project	2008		-	50,000.00			50,000.00			-	50,000.00
0803-0008	05	0803	Paseo Mid-Block Crossing	2016		54,311.90				54,311.90	1,184.50	6,699.44	7,883.94	46,427.96
SUBTOTAL						116,005.90	309,794.00	(79,169.00)		346,630.90	1,184.50	6,699.44	7,883.94	338,746.96
PUBLIC WORKS														
1001-0001	05	1002	Road and Bridge	Ongoing	Ongoing	338,706.12	1,254,466.00			1,593,172.12	15,599.83	690,733.65	706,333.48	886,838.64
1001-0001	06	1002	Bridge Repairs	1994	Ongoing	236,843.29	50,000.00			286,843.29		200,327.90	200,327.90	86,515.39
1001-0001	09	1004	Transportation System Upgrade	1997	Ongoing	64,328.79	165,000.00			229,328.79	39,117.54	5,774.90	44,892.44	184,436.35
1001-0001	14	1003	Santa Fe Light Poles	2011	Ongoing	25,000.00				25,000.00			-	25,000.00
1001-0001	17	1002	Dartmouth Bridge	2018	2019	1,500,000.00				1,500,000.00			-	1,500,000.00
1001-0001	18	1002	Street Lights & Furniture Broadway	2016	Ongoing	35,100.00	40,000.00			75,100.00			-	75,100.00
1001-0001	19	1003	Alley Construction	2016	Ongoing	150,000.00	100,000.00			250,000.00			-	250,000.00
1001-0003		1001	Concrete Utility - City Share	1998	Ongoing	(0.00)	280,000.00			280,000.00			-	280,000.00
1002-0002		1002	Concrete Program - Accessible Ramps	1996	Ongoing	18,261.06	30,000.00			48,261.06			-	48,261.06
1005-0006	01	1005	Civic Center Facility Rehab / Repairs	2016	Ongoing	289,990.37				289,990.37	22,250.07	-	22,250.07	267,740.30
1005-0006	05	1005	Jefferson Facility Rehab / Repairs	2016	Ongoing	254,176.06				254,176.06	2,100.00	-	2,100.00	252,076.06
1005-0006	06	1005	Acoma Facility Rehab / Repairs	2016	Ongoing	186,101.01				186,101.01	18,659.60	604.80	19,264.40	166,836.61
SUBTOTAL						3,098,506.70	1,919,466.00	-		5,017,972.70	97,727.04	897,441.25	995,168.29	4,022,804.41
RECREATION														
1301-0004	25	1301	Broadway Medians/Lighting/Flower Pots	2016	Ongoing	20,771.00	25,750.00			46,521.00		10,375.00	10,375.00	36,146.00
1301-0004	28	1301	Rotolo Playground Replacement	2016		188,385.00				188,385.00	543.40	156,790.00	157,333.40	31,051.60
1301-0004	32	1301	Tree Maintenance	2017		-	12,000.00			12,000.00			-	12,000.00
1301-0004	33	1201	Library Upgrades	2017		-	50,000.00			50,000.00			-	50,000.00
1301-0004	34	1302	ERC Upgrades	2017		-	50,000.00			50,000.00			-	50,000.00
1301-0004	35	1301	Parking Lots / Asphalt -PW	2017		-	20,000.00			20,000.00			-	20,000.00
SUBTOTAL						0	209,156.00	157,750.00	-	366,906.00	543.40	167,165.00	167,708.40	199,197.60
GENERAL GOVERNMENT														
		1501	Transfer to Capital Projects Fund	2002	Ongoing	-	1,350,000.00			1,350,000.00	1,350,000.00		1,350,000.00	-
		1501	Transfer to General Fund	2004	Ongoing	-	117,033.00			117,033.00	117,033.00		117,033.00	-
SUBTOTAL						-	1,467,033.00	-		1,467,033.00	1,467,033.00	-	1,467,033.00	-
TOTALS						3,553,770.48	4,104,043.00	(79,169.00)		7,578,644.48	1,588,690.42	1,093,338.63	2,682,029.05	4,896,615.43

Distribution:

121,657.42

**PUBLIC IMPROVEMENT FUND
PROJECT STATUS AND FUND BALANCE REPORT
March 31, 2017**

Project #	Task #	G/L Division	PROJECT	Project Start Year	Project End Date	A	B	C	Budget Amend Notes	A+B+C	D	E	D+E	A+B+C-D-E
						Fund Bal. Carry Fwd. 12/31/2016	2017 Approp.	BUDGET Amendments		REVISED BUDGET	2017 EXPEND.	2017 ENCUMB.	TOTAL EXP. AND ENC.	APPROP. BALANCE
K. Engels, Finance										Revenues YTD:				
D. Hargrove, Library												Actual	Estimate	Balance
D. Henderson, Public Works														
E. Keck, CMO														
D. Lee, Recreation														
D. Long, Public Works														
L. Nimmo, Public Works														
J. Nolan, Revenue & Budget														
B. Power, CD														
K. Rinkel, Finance														
M. Robinson, CMO														
J. Sack, Recreation														
B. Spada, Recreation														
L. Vostry, Public Works														
P. Weller, Public Works														
										Exp./Enc. Y-T-D				
										FUND BALANCE (1/1/17)				
										FUND BALANCE				
										UNAPPROP. FUND BAL.				



TO: Mayor Jefferson and Members of City Council

THROUGH: Eric Keck, City Manager

FROM: Dorothy Hargrove, Director – Department of Parks, Recreation and Library Services

DATE: April 20, 2017

SUBJECT: Council Request 17-039

Requested by Laurrett Barrentine: Requested the total revenue generated by Pirates Cove by year since it opened. Also show costs for the facility for the same period.

Year	Actual Rev	Actual Exp	Net	Pirates Cove		
				Operational Days	Actual Days	Attendance
2004	\$820,929	\$498,910	\$322,019	91	85	113,564
*2005	\$864,857	\$621,230	\$243,627	91	83	100,108
2006	\$880,868	\$745,173	\$135,695	91	85	107,169
2007	\$995,287	\$762,538	\$232,749	91	88	120,873
*2008	\$1,067,827	\$874,156	\$193,671	91	86	117,095
*2009	\$941,770	\$807,922	\$133,848	93	84	103,724
*2010	\$1,132,876	\$806,388	\$326,488	86	83	118,019
2011	\$1,251,046	\$877,726	\$373,320	86	85	114,397
2012	\$1,272,463	\$968,222	\$304,241	86	86	117,954
*2013	\$1,139,079	\$893,040	\$246,039	86	83	101,069
2014	\$1,195,321	\$925,046	\$270,275	91	89	101,589
2015	\$1,154,787	\$804,407	\$350,380	94	90	105,886
*2016	\$1,265,402	\$970,357	\$295,045	87	81	100,076
Total	\$13,982,512	\$10,555,115	\$3,427,397	1164	1108	1,321,447
Average	\$1,075,578	\$811,932	\$263,646	89.54	85.23	110,121

* Reflects year when price increase went into effect

Fees for 2017 *

	Daily M-F	Weekend
Res Child/Sr	\$7.00	\$8.00
Non Res Child/Sr	\$10.75	\$11.75
Res Adult	\$8.00	\$9.00
Non Res Adult	\$12.00	\$13.00

Conservation Trust Fund

2004-2016 charges \$990,770

Current CTF Reserve: \$885,000

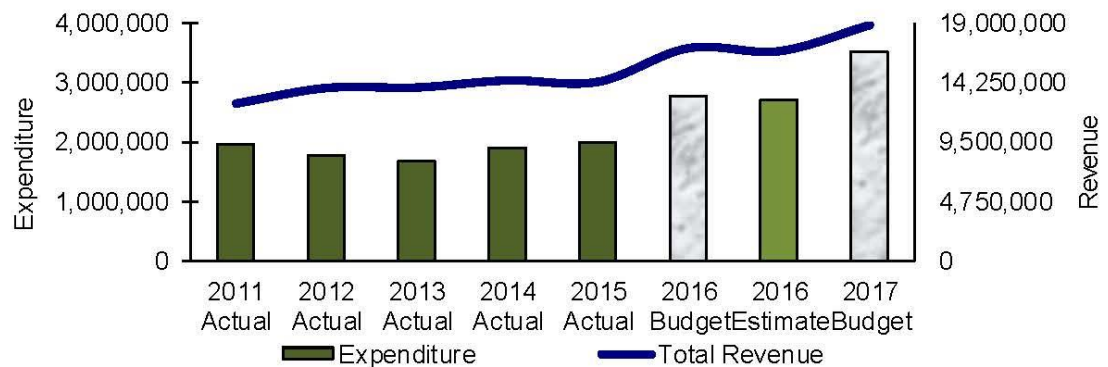
CTF Funds we used to maintain the Pirates Cove Facility.
Items include: Diamond Brite pool and leisure pool, Gel
coat slides, Paint slides, Bucket repair and paint, Concrete Repair,
Leak Repairs, VGV drains, Furniture and Filters.

Department City Manager's Office
Fund Littleton/Englewood Wastewater Treatment Plant
Division Business Services
Account 90.1706

Description The Business Services Division provides centralized business and technology support for all L/E WWTP divisions. This includes centralized program management for information technology and communication systems, SCADA, PLC, instrumentation and control systems; contract administration; data and records management and retrieval; permit reporting; monthly, annual and financial reporting; invoicing; purchasing processing; employee performance management system administration; and development and implementation of programs set forth by the Supervisory Committee. The Division also provides as required executive and clerical support for all divisions to maintain plant programs, as well as intergovernmental, regulatory and legislative interaction to assure compliance with all local, state and federal regulation.

History and Budget

	Actual 2011	Actual 2012	Actual 2013	Actual 2014	Actual 2015	Budget 2016	Estimate 2016	Budget 2017
Revenue								
Taxes	-	-	-	-	-	-	-	-
Licenses & Permits	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-	-
Charges for Services	12,515,063	13,762,448	13,839,550	14,365,438	14,261,644	16,942,949	16,661,586	18,732,381
Fines & Forfeitures	-	-	-	-	-	-	-	-
Investment Income	12,493	12,920	(3,100)	8,419	6,035	23,447	23,447	23,447
Other	59,728	57,988	38,870	63,742	64,936	64,493	104,228	124,228
LT Debt Proceeds	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-
Total Revenue	12,587,284	13,833,356	13,875,320	14,437,599	14,332,615	17,030,889	16,789,261	18,880,056
Percent Change		9.90%	0.30%	4.05%	-0.73%	18.83%	-1.42%	12.45%
Expenditure								
Personnel	890,981	928,944	949,640	923,957	1,124,860	1,078,913	1,005,944	1,116,061
Commodities	220,633	294,329	229,093	207,866	221,550	207,124	207,724	226,700
Contractual	801,456	484,789	418,482	482,932	583,814	859,748	859,847	822,936
Capital	39,766	50,345	69,506	284,476	73,219	622,000	622,000	1,347,000
Debt Service	-	-	-	-	-	-	-	-
Transfer Out	-	-	-	-	-	-	-	-
Total Expenditure	1,952,836	1,758,407	1,666,721	1,899,231	2,003,443	2,767,785	2,695,515	3,512,697
Percent Change		-9.96%	-5.21%	13.95%	5.49%	38.15%	-2.61%	30.32%
Employees FTE	11.33	10.50	10.50	11.00	11.00	11.00	11.00	11.00
Percent Change FTE		-7.31%	0.00%	4.76%	0.00%	0.00%	0.00%	0.00%



Christa Graeve

From: Alison McKenney Brown
Sent: Wednesday, May 3, 2017 3:11 PM
To: #City Council
Subject: Fence Issue
Attachments: 4853 S Fox Fence Permit.pdf; 4853 S Fox St - looking South.jpeg; 4853 S Fox St - looking North.jpeg

Council: I requested a copy of the fence permit which was issued to Rhonda Filetti to determine whether the City had issued an invalid permit. There may be other issues associated with this set of facts that require review, but I have limited my review to whether the City issued an invalid fence permit.

The permit is for a "60'/LF of 6' Semi-Custom Cedar Privacy Fence with 24" of Retaining Wall".

EMC 16-11-2: Retaining Wall: A structure constructed to hold back or support an earthen bank.

EMC 16-6-6:

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: (The table shows that most residential districts are permitted to have a fence with a maximum height of 6' in side and back yard setbacks.

2(b)(4) When a fence is erected on top of a **retaining wall**, the height of the fence shall be measured from the top of the **retaining wall**.

2(b)(5) When a fence is erected on a **wall** that is part of, or integral to the fence construction, the entire structure shall be considered a Class 6 fence and shall comply with Class 6 fence height requirement.

Analysis: The permit as issued is valid.

Alison McKenney Brown
City Attorney
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110
303-762-2324
ambrown@englewoodco.gov



CONFIDENTIALITY NOTICE: This electronic mail message is confidential, and some or all of the information contained herein may be legally privileged. If you are not an intended recipient, or an employee or agent responsible for delivering this message to an intended recipient, please note that any dissemination, distribution or copying of this message is strictly prohibited. If you have received this electronic mail message in error, please delete it from your system without copying it, and notify the sender by reply e-mail. Thank you.

From: Harold Stitt

Sent: Wednesday, May 3, 2017 1:26 PM

To: Alison McKenney Brown <ambrown@englewoodco.gov>

Cc: Brad Power <bpower@Englewoodco.gov>; Audra Kirk <AKirk@Englewoodco.gov>

Subject: RE: Fence Issue: Need permit and pic

Hi Alison,

Attached is the permit (3 pages) and two photos taken during the inspection on April 14. Subject property is gray house in photos.

Let me know if you need additional info.

Cheers,
Harold



CITY OF ENGLEWOOD
 Building Division
 1000 Englewood Parkway
 Englewood, Co 80110
 303.762.2345 or 303.762.2352 (Zoning Questions)

ACC2017-00071

FENCE/RETAINING WALL PERMIT APPLICATION

Job Address: 4853 S. Fox St.

Occupant: [Redacted] Occupant Phone: [Redacted]

Contractor Name: Denver Fence Construction

Registration No. _____ Contractor Phone: (303) 210-6232

Contractor Address: 3410 S. Cherry St. Denver, Co 80222

Property Owner Name: [Redacted]

Property Owner Address: _____

E-MAIL: project@denverfenceconstruction.com

Class of Work: One Family Residential Two Family Residential Multi-Family Residential
 Multi-Family Residential Industrial Commercial

*****SITE PLAN IS REQUIRED*****

Corner Lot; or Interior Lot Length Height Solid, or 50% Open

Remarks: 60' LF of 6' Semi-Custom Cedar Privacy Fence with 24" of Retaining Wall

Valuation: \$3711.00

I certify that all information listed herein is accurate, to the best of my knowledge, and understand that any misrepresentation of facts on this application may result in the suspension or revocation of any permit issued, or the denial of the issuance of a permit

Print Name: Greg Garcia

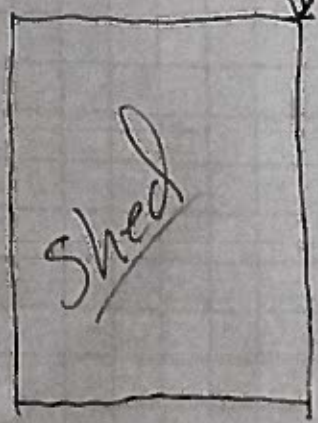
Signature of Applicant: [Redacted] Date: 3/27/17

Existing Fence line →
to street
to rear of property

Filetti Fitness @ 944.00 cars
Rhonda Filetti
Liz Weber

House

24" Ret. Wall
6' Semi-Custom Cap & Trim



Received
MAR 27 2011
Building Division

ZONING REVIEW
BY all ^C _{3/28/11} R







TO: Mayor Jefferson and Council Members

THRU: Eric Keck, City Manager
Brad Power, Community Development Director

FROM: Harold J. Stitt, Senior Planner

DATE: May 3, 2017

SUBJECT: Council Request 17-067: 1101 East Girard Avenue

The property at 1101 East Girard Avenue is zoned R-1-C and is a Register Nonconforming Use. The Nonconforming Registration lists the property as a duplex with a third apartment. The Nonconforming Registration is up to date.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC57-8-13) (Mandatory 1-14)

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE LANDLORD AGENCY, TENANT AGENCY, SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT

LANDLORD AGENCY **TRANSACTION-BROKERAGE**

Date: 1/20/2017

1. AGREEMENT. Landlord and Brokerage Firm enter into this exclusive, irrevocable contract (Landlord Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Landlord. Landlord agrees to pay Brokerage Firm as set forth in this Landlord Listing Contract.

2. BROKER AND BROKERAGE FIRM.

2.1. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Landlord and to perform the services for Landlord required by this Landlord Listing Contract is called Broker. If more than one individual is so designated, then references in this Landlord Listing Contract to Broker include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

2.2. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Landlord Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who serve as the broker of Landlord and perform the services for Landlord required by this Landlord Listing Contract.

3. DEFINED TERMS.

3.1. Landlord: ***Eglewood McLellan Reservoir Foundation***

3.2. Brokerage Firm: ***NavPoint Real Estate Group***

3.3. Broker: ***Ian Elfner, Matt Call, Heather Taylor***

3.4. Premises: The Premises is the following legally described real estate in the County of Douglas, Colorado:

LOT 1 HIGHLANDS RANCH 155 2.702 AM/L and LOT 3 HIGHLANDS RANCH 153 4.898 AM/L and LOT 1A HIGHLANDS RANCH 153 2ND AMD 6.179 AM/L and LOT 4 HIGHLANDS RANCH 157 10.20 AM/L and LOT 3 HIGHLANDS RANCH 157 4.61 AM/L
See Attached Exhibit A

Landlord Initials

TJB

71 known as No. Lucent & C-470, Highlands Ranch, CO 80129, together with the interests, easements,
72 rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of owner of the
73 Premises (Owner) in vacated streets and alleys adjacent thereto, if applicable, except as herein excluded.
74

75 **3.5. Lease; Sale.**

76 **3.5.1. Lease of the Premises or Lease** means any agreement between the Landlord and a tenant to
77 create a tenancy or leasehold interest in the Premises.

78 **3.5.2.** If this box is checked, Landlord represents to Broker that Landlord has the right and authority
79 from Owner, authorizes Broker to negotiate the sale of the Premises. Sale of the Premises or Sale means the
80 voluntary transfer or exchange of any interest in the Premises or the voluntary creation of the obligation to
81 convey any interest in the Premises, including a contract or lease. It also includes an agreement to transfer any
82 ownership interest in an entity which owns the Premises.
83

84 **3.6. Listing Period.** The Listing Period of this Landlord Listing Contract begins on 4/10/2017, and
85 continues through the earlier of (1) completion of the Lease of the Premises or (2) 1/9/2018, and any written
86 extensions (Listing Period). Broker must continue to assist in the completion of any Lease or Sale for which
87 compensation is payable to Brokerage Firm under § 7 of this Landlord Listing Contract.
88

89 **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The
90 abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of
91 this contract) means the date upon which both parties have signed this Landlord Listing Contract. For purposes
92 of this agreement, Landlord includes sublandlord and tenant includes subtenant.
93

94 **3.8. Day; Computation of Period of Days, Deadline.**

95 **3.8.1. Day.** As used in this Landlord Listing Contract, the term "day" means the entire day ending at
96 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
97

98 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending
99 date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any
100 deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline **Will**
101 **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be
102 checked, the deadline will not be extended.
103
104
105
106
107

108 **4. BROKERAGE RELATIONSHIP.**

109 **4.1.** If the Landlord Agency box at the top of page 1 is checked, Broker represents Landlord as
110 Landlord's limited agent (Landlord's Agent). If the Transaction-Brokerage box at the top of page 1 is checked,
111 Broker acts as a Transaction-Broker.
112

113 **4.2. In-Company Transaction – Different Brokers.** When Landlord and tenant in a transaction are
114 working with different brokers, those brokers continue to conduct themselves consistent with the brokerage
115 relationships they have established. Landlord acknowledges that Brokerage Firm is allowed to offer and pay
116 compensation to brokers within Brokerage Firm working with a tenant.
117

118 **4.3. In-Company Transaction – One Broker.** If Landlord and tenant are both working with the same
119 broker, Broker must function as:
120

121 **4.3.1. Landlord's Agent.** If the Landlord Agency box at the top of page 1 is checked, the parties
122 agree the following applies:
123

124 **4.3.1.1. Landlord Agency Only.** Unless the box in § 4.3.1.2 (Landlord Agency Unless
125 Brokerage Relationship with Both) is checked, Broker represents Landlord as Landlord's Agent and must
126 treat the tenant as a customer. A customer is a party to a transaction with whom Broker has no brokerage
127 relationship. Broker must disclose to such customer Broker's relationship with Landlord.
128

129 **4.3.1.2. Landlord Agency Unless Brokerage Relationship with Both.** If this box is checked,
130 Broker represents Landlord as Landlord's Agent and must treat the tenant as a customer, unless Broker
131 currently has or enters into an agency or Transaction-Brokerage relationship with the tenant, in which case
132 Broker must act as a Transaction-Broker.
133

134 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in
135 the event neither box is checked, Broker must work with Landlord as a Transaction-Broker. A Transaction-
136 Broker must perform the duties described in § 5 and facilitate lease transactions without being an advocate or
137 agent for either party. If Landlord and tenant are working with the same broker, Broker must continue to
138 function as a Transaction-Broker.
139
140

141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210

5. BROKERAGE DUTIES. Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Landlord's Agent, must perform the following **Uniform Duties** when working with Landlord:

5.1. Broker must exercise reasonable skill and care for Landlord, including, but not limited to the following:

- 5.1.1.** Performing the terms of any written or oral agreement with Landlord;
- 5.1.2.** Presenting all offers to and from Landlord in a timely manner regardless of whether the Premises is subject to a lease or letter of intent to lease;
- 5.1.3.** Disclosing to Landlord adverse material facts actually known by Broker;
- 5.1.4.** Advising Landlord regarding the transaction and advising Landlord to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
- 5.1.5.** Accounting in a timely manner for all money and property received; and
- 5.1.6.** Keeping Landlord fully informed regarding the transaction.

5.2. Broker must not disclose the following information without the informed consent of Landlord:

- 5.2.1.** That Landlord is willing to accept less than the asking lease rate for the Premises;
- 5.2.2.** What the motivating factors are for Landlord to lease the Premises;
- 5.2.3.** That Landlord will agree to Lease terms other than those offered;
- 5.2.4.** Any material information about Landlord unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
- 5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Premises.

5.3. Landlord consents to Broker's disclosure of Landlord's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Landlord, or use such information to the detriment of Landlord.

5.4. Brokerage Firm may have agreements with other landlords to market and lease their premises. Broker may show alternative premises not owned by Landlord to other prospective tenants and list competing premises for lease.

5.5. Broker is not obligated to seek additional offers to Lease the Premises while the Premises is subject to a lease.

5.6. Broker has no duty to conduct an independent inspection of the Premises for the benefit of a tenant and has no duty to independently verify the accuracy or completeness of statements made by Landlord or independent inspectors. Broker has no duty to conduct an independent investigation of a tenant's financial condition or to verify the accuracy or completeness of any statement made by a tenant.

5.7. Landlord understands that Landlord is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Landlord.

5.8. When asked, Broker Will Will Not disclose to prospective tenants and cooperating brokers the existence of offers on the Premises and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another broker.

6. ADDITIONAL DUTIES OF LANDLORD'S AGENT. If the Landlord Agency box at the top of page 1 is checked, Broker is Landlord's Agent, with the following additional duties:

- 6.1.** Promoting the interests of Landlord with the utmost good faith, loyalty and fidelity;
- 6.2.** Seeking lease rates and terms that are set forth in this Landlord Listing Contract; and
- 6.3.** Counseling Landlord as to any material benefits or risks of a transaction that are actually known by Broker.

7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER. Landlord agrees that any Brokerage Firm compensation that is conditioned upon the Lease of the Premises will be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Landlord or by any other person in connection with the Lease of the Premises.

7.1. Amount. In consideration of the services to be performed by Broker, Landlord agrees to pay Brokerage Firm as follows:

Landlord Initials TJB

351
352 **14. TITLE AND ENCUMBRANCES.** Landlord represents to Broker that Landlord has the right and authority
353 to enter into a Lease of the Premises. Landlord must deliver to Broker true copies of all relevant title materials,
354 leases, improvement location certificates and surveys in Landlord's possession and must disclose to Broker all
355 easements, liens and other encumbrances, if any, on the Premises, of which Landlord has knowledge.
356
357

358
359 **15. POSSESSION.** Possession of the Premises will be delivered to tenant as follows: *n/a*
360

361
362 **16. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

363 **16.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective tenant all
364 adverse material facts actually known by such broker including but not limited to adverse material facts
365 pertaining to the title to the Premises and the physical condition of the Premises, any material defects in the
366 Premises, and any environmental hazards affecting the Premises which are required by law to be disclosed.
367 These types of disclosures may include such matters as structural defects, soil conditions, violations of health,
368 zoning or building laws, and nonconforming uses and zoning variances. Landlord agrees that any tenant may
369 have the Premises and Inclusions inspected and authorizes Broker to disclose any facts actually known by
370 Broker about the Premises.
371

372
373 **16.2. Landlord's Obligations.**

374
375 **16.2.1. Landlord's Premises Disclosure Form.** Disclosure of known material latent (not obvious)
376 defects is required by law. Landlord Agrees Does Not Agree to provide a written disclosure of adverse
377 matters regarding the Premises completed to Landlord's current, actual knowledge.
378

379 **16.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Premises include one or
380 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed
381 Lead-Based Paint Disclosure (Rental) form must be signed by Landlord and the real estate licensees, and
382 given to any potential tenant in a timely manner.
383

384 **16.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Premises have a fuel-fired
385 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping
386 purposes (Bedroom), Landlord understands that Colorado law requires that Landlord assure the Premises has
387 an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a
388 location as required by the applicable building code, prior to offering the Premises for lease or sale.
389

390 **16.2.4. Condition of Premises.** The Premises will be delivered in the condition existing as of the
391 date of the lease or sales contract, ordinary wear and tear excepted, unless Landlord, at Landlord's sole
392 option, agrees in writing to any repairs or other work to be performed by Landlord.
393
394

395
396 **17. RIGHT OF PARTIES TO CANCEL.**

397 **17.1. Right of Landlord to Cancel.** In the event Broker defaults under this Landlord Listing Contract,
398 Landlord has the right to cancel this Landlord Listing Contract, including all rights of Brokerage Firm to any
399 compensation if the Landlord Agency box is checked. Examples of a Broker default include, but are not limited
400 to (1) abandonment of Landlord, (2) failure to fulfill all material obligations of Broker, and (3) failure to fulfill all
401 material Uniform Duties (§ 5) or, if the Landlord Agency box at the top of page 1 is checked, the failure to fulfill
402 all material Additional Duties Of Landlord's Agent (§ 6). Any rights of Landlord that accrued prior to cancellation
403 will survive such cancellation.
404

405 **17.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Landlord Listing Contract upon written
406 notice to Landlord that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to
407 investigate or inspect the Premises, and no duty to verify statements made, Brokerage Firm has the right to
408 cancel this Landlord Listing Contract if any of the following are unsatisfactory (1) the physical condition of the
409 Premises or Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any
410 other activity, odor or noise (whether on or off the Premises) and its effect or expected effect on the Premises
411 or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or
412 stigmatize the Premises. Additionally, Brokerage Firm has the right to cancel this Landlord Listing Contract if
413 Landlord or occupant of the Premises fails to reasonably cooperate with Broker or Landlord defaults under this
414 Landlord Listing Contract. Any rights of Brokerage Firm that accrued prior to cancellation will survive such
415 cancellation.
416
417
418
419
420

211 7.1.1. Lease Commission. (1) n/a% of the gross rent under the Lease, or (2) See Additional
212 Provisions, in U.S. dollars.

213 7.1.2. Sales Commission. If the box in § 3.5.2 is checked, Brokerage Firm will paid a fee equal to (1)
214 n/a% of the gross purchase price or (2) n/a, in U.S. dollars, payable upon delivery of deed.

215 7.1.3 Other Compensation.
216 n/a

217 7.2. Cooperative Broker Compensation. Brokerage Firm offers compensation to outside brokerage
218 firms, whose brokers are acting as:

219 Tenant Agents: TBD % of the gross rent under the Lease or , in U.S. dollars.

220 Transaction-Brokers: TBD % of the gross rent under the Lease or , in U.S. dollars.

221 7.3. When Earned. Such commission is earned upon the occurrence of any of the following:

222 7.3.1. Any Lease of the Premises within the Listing Period by Landlord, by Broker or by any other
223 person;

224 7.3.2. Broker finding a tenant who is ready, willing and able to complete the Lease or Sale as
225 specified in this Landlord Listing Contract; or

226 7.3.3. Any Lease (or Sale if § 3.5.2 is checked) of the Premises within 120 calendar days after the
227 Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was
228 submitted, in writing, to Landlord by Broker during the Listing Period (Submitted Prospect). Provided, however,
229 Landlord Will Will Not owe the commission to Brokerage Firm under this § 7.3.3 if a commission is
230 earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into
231 during the Holdover Period and a Lease or Sale to a Submitted Prospect is consummated. If no box is checked
232 in this § 7.3.3, then Landlord does not owe the commission to Brokerage Firm.

233 7.4. When Applicable and Payable. The commission obligation applies to a Lease made during the
234 Listing Period or any written extension of such original or extended term. The commission described in § 7.1.1
235 is payable upon mutual execution of the Lease or possession, whichever occurs first, or See Additional
236 Provisions, as contemplated by § 7.3.1 or § 7.3.3, or upon fulfillment of § 7.3.2 where either the offer made
237 by such tenant is not accepted by Landlord or by the refusal or neglect of Landlord to consummate the Lease
238 as agreed upon.

239 7.5 Extensions/Renewals/Expansion. Broker Will Will Not be paid a fee in the event:

240 Tenant exercises an option to Extend or Renew under the lease
241 Tenant expands into additional space within the building or complex where the Premises is located
242 If Brokerage Firm is to be paid a fee for such extension, renewal or expansion, such fee is in the amount of
243 n/a, and is due and payable upon the Exercise by tenant of such right to extend or renew the Lease or
244 upon the exercise by tenant to expand the Premises, Upon the Commencement of any such extended,
245 renewed or expansion term of the Lease, or n/a.

246 8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor the Brokerage Firm, except as set
247 forth in § 7, will accept compensation from any other person or entity in connection with the Premises without
248 the written consent of Landlord. Additionally, neither Broker nor Brokerage Firm is permitted assess or receive
249 mark-ups or other compensation for services performed by any third party or affiliated business entity unless
250 Landlord signs a separate written consent for such services.

251 9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING. Landlord has
252 been advised by Broker of the advantages and disadvantages of various marketing methods, including
253 advertising and the use of multiple listing services (MLS) and various methods of making the Premises
254 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether
255 some methods may limit the ability of another broker to show the Premises. After having been so advised,
256 Landlord has chosen the following:

257 9.1. MLS/Information Exchange.

258 9.1.1. The Premises Will Will Not be submitted to one or more MLS and Will Will Not be
259 submitted to one or more property information exchanges. If submitted, Landlord authorizes Broker to provide
260 timely notice of any status change to such MLS and information exchanges. Upon consummation of a
261 transaction, Landlord authorizes Broker to provide lease information to such MLS and information exchanges.

281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350

9.1.2. Landlord authorizes the use of electronic and all other marketing methods except:

n/a.

9.1.3. Landlord further authorizes use of the data by MLS and property information exchanges, if any.

9.1.4. The Premises Address Will Will Not be displayed on the Internet.

9.1.5. The Premises Listing Will Will Not be displayed on the Internet.

9.2. Property Access. Access to the Premises may be by:

Manual Lock Box Electronic Lock Box

Via Appointment with Ian Elfner, Heather Taylor or Matt Call

Other instructions: n/a

9.3. Broker Marketing. The following specific marketing tasks will be performed by Broker:

Advertise on Xceligent, Loopnet, Co-Star. Broker eblasts. Canvassing. Target marketing as mutually agreed to by Listing Agent and Seller.

10. LANDLORD'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.

10.1. Negotiations and Communication. Landlord agrees to conduct all negotiations for the Lease of the Premises only through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective tenants, buyers, or any other source during the Listing Period of this Landlord Listing Contract.

10.2. Advertising. Landlord agrees that any advertising of the Premises by Landlord (e.g., Internet, print and signage) must first be approved by Broker.

10.3. No Existing Listing Agreement. Landlord represents that Landlord Is Is Not currently a party to any listing agreement with any other broker to Lease the Premises.

10.4. Ownership of Materials and Consent. Landlord represents that all materials (including all photographs, renderings, images or other creative items) supplied to Broker by or on behalf of Landlord are owned by Landlord, except as Landlord has disclosed in writing to Broker. Landlord is authorized to and grants to Broker, Brokerage Firm and any MLS (that Broker submits the Premises to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Premises, reporting as required and the publishing, display and reproduction of such material, compilation and data. This license survives the termination of this Landlord Listing Contract.

10.5. Required Information to County Assessor. Landlord consents that Broker may supply certain information to the county assessor if the Premises is residential and is furnished.

11. RENTAL RATE AND TERMS. The following Rental Rate and Terms are acceptable to Landlord:

11.1. Rental Rate. U.S. \$As mutually agreed to by Landlord & Tenant

11.2. Minimum Amount of Security Deposit. U.S. \$TBD.

11.3. Other Terms:

n/a

12. DEPOSITS. Brokerage Firm is authorized to accept security deposits received by Broker pursuant to a proposed Lease. Brokerage Firm is authorized to deliver the security deposit to the Premises manager, if any, upon the execution of the Lease.

13. INCLUSIONS AND EXCLUSIONS.

13.1. Inclusions.

13.1.1. The Lease includes the following items (Inclusions):

n/a

The Inclusions will be leased by Landlord to tenant, all in their present condition.

13.1.2. Parking and Storage Facilities. The following parking facilities: n/a, and the following storage facilities: n/a.

13.2. Exclusions. The following are excluded (Exclusions):

n/a

421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490

18. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Premises and to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products or services unless Landlord agrees in writing to pay for them promptly when due (examples: space planning, drawings, surveys, radon tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor Brokerage Firm is obligated to advance funds for Landlord. Landlord must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Landlord.

19. DISCLOSURE OF SETTLEMENT COSTS. Landlord acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

20. MAINTENANCE OF THE PREMISES. Neither Broker nor Brokerage Firm is responsible for maintenance of the Premises nor are they liable for damage of any kind occurring to the Premises, unless such damage is caused by their negligence or intentional misconduct.

21. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective tenant because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such person.

22. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Landlord acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Landlord Listing Contract.

23. MEDIATION. If a dispute arises relating to this Landlord Listing Contract, prior to or after possession of the Premises, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other party's last known address.

24. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Landlord Listing Contract, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

25. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

Section 3.6 continued Following the initial 9 month listing term either party shall have the right to terminate by providing 30 day prior written notice.

Section 7.5 Notwithstanding anything to the contrary contained within this section Brokerage Firm shall not be paid for a lease extension or lease renewal.

LEASE

NavPoint Real Estate Group will charge a 3% fee on the total net lease consideration for years 1-5 and 1.5% years 6-10 for the lease term upon the successful execution of a lease and waiver of all contingencies as applicable within the lease, OR 5% for 1-5 and 3% for 6-10 with a cooperating broker involved. 50% of said fee will be due upon mutual execution of the lease

Landlord Initials TSB

491 agreement and waiver of all contingencies and 50% will be due upon tenant occupancy and
492 Tenant paying either A) Rent or B) Construction Rent, as required within the lease agreement.
493
494

495 -For active transactions as of 1/20/2017 including St. Charles Town Company, LLC; John
496 Elway Auto Dealership represented by Legend Partners, and a Hotel represented by DePaul
497 Real Estate Advisers NavPoint Real Estate Group shall be paid 50% of the commissions due to
498 NavPoint Real Estate Group if a lease(s) are completed at or less than the initially submitted
499 LOI(s) on a psf basis OR NavPoint Real Estate Group shall be paid 100% of the commissions
500 due to NavPoint Real Estate Group if a lease(s) are completed at an amount that is above and
501 beyond the submitted LOI(s) on a psf basis.
502
503
504

505
506 Brokerage Firm and Landlord agree to utilize the ERMF (Englewood McLellan Reservoir
507 Foundation) Letter of Intent form for any and all Letter of Intent negotiations.
508
509

510 26. ATTACHMENTS. The following are a part of this Landlord Listing Contract:
511 n/a
512

513
514 27. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Landlord Listing Contract is
515 deemed to inure to the benefit of any person other than Landlord, Broker and Brokerage Firm.
516
517

518 28. NOTICE, DELIVERY AND CHOICE OF LAW.

519 28.1. Physical Delivery. All notices must be in writing, except as provided in § 28.2. Any document,
520 including a signed document or notice, delivered to the other party to this Landlord Listing Contract, is effective
521 upon physical receipt. Delivery to Landlord is effective when physically received by Landlord, any signator on
522 behalf of Landlord, any named individual of Landlord or representative of Landlord.

28.2. Electronic Delivery. As an alternative to physical delivery, any document, including a signed document or written notice, may be delivered in electronic form only by the following indicated methods:
 Facsimile E-mail Internet. If no box is checked, this § 28.2 is not applicable and § 28.1 governs notice and delivery. Documents with original signatures will be provided upon request of any party.

28.3. Choice of Law. This Landlord Listing Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

29. MODIFICATION OF THIS LANDLORD LISTING CONTRACT. No subsequent modification of any of the terms of this Landlord Listing Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

30. COUNTERPARTS. This Landlord Listing Contract may be executed by each of the parties, separately, and when so executed by all the parties, such copies taken together are deemed to be a full and complete contract between the parties.

31. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Landlord Listing Contract.

32. COPY OF CONTRACT. Landlord acknowledges receipt of a copy of this Landlord Listing Contract signed by Broker, including all attachments.

Brokerage Firm authorizes Broker to execute this Landlord Listing Contract on behalf of Brokerage Firm.

[Redacted Signature] 4/7/17 ← LANDLORD'S SIGNATURE

Landlord Initials TJB

Landlord: **Englewood McLellan Reservoir Foundation**
By: Tom Brennan
Address: **1000 Englewood Pkwy Englewood CO 80110**
Phone: Fax:
Email:



Date: 1/20/2017

Broker: **Ian Elfner**

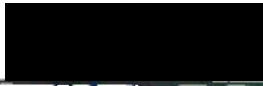
Brokerage Firm's Name: **NavPoint Real Estate Group**
Address: **3740 Dacoro Lane, Suite 200 Castle Rock, CO 80109**
Ph: **720.376.6805** Fax: **720.240-0762** Email: **ian.elfner@navpointre.com**



Date: 1/20/17

Broker: **Matt Call**

Brokerage Firm's Name: **NavPoint Real Estate Group**
Address: **3740 Dacoro Lane, Suite 200 Castle Rock CO 80109**
Ph: **720-420-7530** Fax: **720-240-0762** Email: **matt.call@navpointre.com**



Date: 1/20/17

Broker: **Heather Taylor**

Brokerage Firm's Name: **NavPoint Real Estate Group**
Address: **3740 Dacoro Lane, Suite 200 Castle Rock CO 80109**
Ph: **720-420-7530** Fax: **720.240.0762** Email: **heather.taylor@navpointre.com**

LC57-8-13 EXCLUSIVE RIGHT-TO-LEASE LISTING CONTRACT

CTM eContracts - ©2016 CTM Software Corp.

Landlord Initials TSB



LITTLETON

Ohlson Acres

PLUM VALLEY LN

INCENT BLVD

PISA LN

Ben Franklin Academy

Ben Franklin Academy Charter School

DE WAY

Exhibit A



TO: Mayor Jefferson and Council Members

THRU: Eric Keck, City Manager
Brad Power, Community Development Director

FROM: Harold J. Stitt, Senior Planner

DATE: May 3, 2017

SUBJECT: Council Request 17-070: 3240 South Corona Street

A Stop Work Order was issued May 3, 2017 for work without a permit. A re-inspection is scheduled for May 10, 2017.

Christa Graeve

From: Alison McKenney Brown
Sent: Wednesday, May 3, 2017 1:26 PM
To: #City Council
Subject: 2011 Initiative 2D regarding Parking on Private Property
Attachments: C.B. 76 - 2D EMC Updates - Scanned Draft.pdf

All: A council request last night was to see the language of 2011 Initiative 2D which protects parking on private property. I have copied the language of that initiative in full below, followed by a bullet point break down of the rights actually conveyed by that initiative.

Initiative 2D directs the City to update its code provisions to conform to the provisions of 2D. Attached is Ordinance 1 which was passed by council in January, 2012. I had a final draft in electronic format on my computer so I attached that version, but I compared it to the final draft of that ordinance as passed and nothing was changed. Ordinance 1 updates all sections of the EMC that had previously included limitations on the rights which the language of 2D described.

Question No. 2D Shall THE ENGLEWOOD MUNICIPAL CODE of the City of Englewood, Colorado be amended by changing the Code to provide: In order to preserve property rights of the people of Englewood on their own use of private property, this ordinance will protect the right of parking vehicles on private property. No vehicle weight restrictions are to be applied to private property. All recreational vehicles (RV's, trailers, ATV 's, boats, campers, camper shells, and any other vehicle that is defined as an "ORV" by Englewood Municipal Code) are allowed to be parked and stored on private property, with the location and placement at the discretion of the property owner. Business-labeled vehicles are allowed to be parked on private property. The City shall not limit the number of vehicles to two per household. Any surface on private property, permeable or non-permeable, except for grass, is an allowable surface for parking and storage of a vehicle. Any existing laws in conflict with the wording of this ordinance shall be repealed. The initiative will ONLY apply to private property and will not affect any codes relating to rights-of-way, streets or public areas.

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

Alison McKenney Brown
City Attorney
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110
303-762-2324

ambrown@englewoodco.gov



All incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq, unless subject to Attorney/Client privilege.

DRAFT

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2011/2012

COUNCIL BILL NO. 76
INTRODUCED BY COUNCIL
MEMBER WOODWARD

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

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

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

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

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

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

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

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

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

Ballot Question 2D (Private Property RV Parking):

Yes	No
3113	2399

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

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

11-1-6: Parking Restrictions.

- A. *Regulations Not Exclusive:* The provisions of this Section imposing restrictions on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places, at specified times, or in a specified manner (see also part 12 of the 1995 Model Traffic Code, as adopted and Section 15-5-1 et seq. of this Municipal Code).
- B. *Methods Of Parking:*
1. *Parking In Alleys:*
 - a. No person shall park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise or freight.
 - b. No person shall stop, stand or park a vehicle within an alley in such position as to block the driveway entrance to any abutting property.
 2. *Parking Not To Obstruct Traffic Or Maintenance:* No person shall park any vehicle upon a street or highway in such a manner or under such conditions as to interfere with the free movement of vehicular traffic or proper street or highway maintenance.
 3. *Clearance Between Vehicles:* No person shall stand or park a vehicle in such a manner as to leave less than two feet (2') clearance between vehicles when parked.
 4. *Waiting For Parking Space Being Cleared:* The driver of a vehicle, while waiting for a parking space to be cleared by another vehicle which is in the actual process of leaving the parking space shall stop on the roadway side of and immediately to the rear of the vehicle and shall remain in such position until the parking space has been cleared.
- C. *Stopping, Standing Or Parking Restrictions:*
1. *Obedience To Stopping, Standing Or Parking Regulations:*
 - a. On any street or public property, ~~or at any place within this Municipality where official signs are posted by the Traffic Engineer or designee giving notice of stopping, standing or parking restrictions or prohibitions,~~ no person shall stop, stand or park a vehicle in any manner in violation of the provisions contained on such sign or signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer or official traffic-control device or except for the purpose of loading or unloading passengers when such standing does not obstruct, impede or endanger any traffic.

- b. On private property, no person shall stop, stand or park a vehicle in any manner in violation of the provisions contained on such sign or signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer or official traffic-control device or except for the purpose of loading or unloading passengers when such standing does not obstruct, impede or endanger any traffic, which the City will enforce only with written authority from the property owner.

- 2. *Emergency Stopping Or Parking Only:* When official signs are erected giving notice thereof, no person shall stop, stand or park a vehicle on the shoulder of any highway or any other ~~facility~~ street so marked except in case of emergency involving the vehicle or its occupants.

- 3. *Parking In Special Areas:* In addition to the restrictions on parking in Section 1204 of the Model Traffic Code, 1995 Edition, there shall be no stopping, standing, or parking in the following areas except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or an official traffic-control device:
 - a. Marked fire lanes.
 - b. Between the sidewalk and the street curb in the street right of way.

- 4. *Standing In Passenger Loading Zone:* No person shall stand a vehicle for any purpose or period of time other than for the expeditious loading or unloading of passengers ~~in any place~~ on public streets or rights-of-way officially marked as a passenger loading zone during hours when the regulations applicable to such loading zone are effective and then only for a period not to exceed three (3) minutes.

- 5. *Standing In Loading Zone:*
 - a. No person shall stand a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials ~~in any place~~ on any street officially marked as a loading zone during hours when the provisions applicable to such zones are in effect.
 - b. In no case shall the standing for loading and unloading of materials exceed thirty (30) minutes.

- 6. *Permits For Loading Zones:* Whenever special permits are issued, by the Traffic Engineer, to establish or control the use of loading zones or to allow the backing of a vehicle for the purpose of loading or unloading merchandise or materials subject to certain conditions, no permittee or other person shall violate any of the special terms of any such permits.

- 7. *Taxicab Stands Regulated:*
 - a. The operator of a taxicab shall not stand or park such vehicle upon any street ~~at any place~~ other than in a taxicab stand so designated as authorized by the Traffic Engineer.

- b. This provision shall not prevent the operator of a taxicab from temporarily stopping in accordance with other parking, standing or stopping regulations ~~at any place~~ for the purpose of and while actually engaged in the expeditious loading or unloading of passengers.

- D. *Valid Plates And Registration Required:* It is unlawful for any person to park or stand any motor vehicle or trailer upon any street or upon any private property available for public use in this City that does not have current valid vehicle license plates and vehicle registration in conformity with the laws of the state of plate issuance.

- E. *Parking Motor Vehicles In Private Parking Lots:* Where private property or a portion thereof is devoted to the purpose of parking motor vehicles, and where the owner or other authorized person has established parking restrictions on said property, which restrictions are prominently posted so as to give notice thereof, it shall be unlawful for any person to park or to stand a vehicle, whether occupied or not, in violation of the parking restrictions so posted. The City will enforce only with written authority from the property owner.

- F. *Bus Stops Regulated:*
 - 1. The operator of a bus shall not stand or park such vehicle upon any street ~~at any place~~ other than a bus stop so designated as authorized by the Traffic Engineer.
 - 2. The operator of a bus shall not stop such vehicle upon any street ~~at any place~~ for the purpose of loading or unloading passengers or their baggage other than at a bus stop so designated as authorized by the Traffic Engineer, except in case of an emergency.
 - 3. The operator of a bus shall enter a bus stop on a public street in such a manner that the bus, when stopped to load or unload passengers or baggage, shall be in a position with the right front wheel of such vehicle not further than eighteen inches (18") from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.

- G. *Residential On-Street Parking Permits And Fees:*
 - 1. *Permits:* When the City Traffic Engineer has designated and established limitations on vehicle parking on streets in residential areas, the City Manager, or his/her designee, may, upon application, issue up to two (2) owners' permits per household to residents of such areas who own and/or operate a motor vehicle allowing said vehicle to be parked in the block on which the owner of said vehicle resides as if there were no restrictions on said parking. The permit shall be for a two (2) year period. The permit shall be affixed to the lower left-hand corner of the rear window of said vehicle, or in a location on the vehicle approved by the City Manager or designee. This provision shall not apply to metered parking spaces where parking meter zones have been established. A resident of such area may obtain two (2) visitor parking permits to be issued by the City. The permit shall be for a two (2) year period of time and shall be issued for no fee. The permit shall be issued for a specific block and address and shall only allow a visitor to come to the block that has been issued the visitor parking permit. The permit shall be displayed on the visitor vehicle in the front left-hand (driver's) windshield. If a permit is lost, stolen, or a resident's vehicle is sold, a replacement permit may be purchased. In the case of visitors' permits, two (2) replacements will be allowed each year.

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

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

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

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

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

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

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

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

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

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

- B. No person shall park the following described vehicles on public ~~or private~~ property in residential areas except while making normal deliveries or being used to perform the special operations for which it is designed:
 - 1. Any vehicle with an empty weight in excess of seven thousand (7,000) pounds (70 C.W.T.).
 - 2. A road tractor, truck tractor or semi-trailer.
 - 3. A truck constructed or adapted for the purpose of transporting or delivery of bulk gasoline, petroleum products, or hazardous substances or materials.
 - 4. A tow truck or automobile wrecker.
 - 5. A church bus or school bus not used for school or church purposes.
- C. No person shall park or store any vehicle on private property ~~in violation of the following restrictions on a grass surface.~~
 - ~~1. No vehicle shall be parked in such a way as to block the sidewalk or any portion of the public sidewalk.~~
 - ~~2. No vehicle shall be parked in front of the front setback of the principal structure unless located on a concrete, brick paver, asphalt surface, gravel or other similarly finished hardened or dust free surface.~~

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

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

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

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

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

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

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

15-1-2: Definitions.

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

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

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

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

15-9-1: Inoperable Motor Vehicles.

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

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

A. Inoperable Motor Vehicles in All Residential Zone Districts.

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

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

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

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

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

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

1. No ORV or any type of trailer shall be stored ~~within the front yard~~ on a grass surface.
2. No person shall store or work on any ORV or any type of trailer ~~within the front yard or in or on any public property, or right-of-way. ; except that such vehicles may be temporarily maintained in the front yard, on a hard surface, for the purposes of transport,~~

~~loading, unloading, or other temporary activities. Such transport, loading, unloading, or other temporary activities shall not exceed eight (8) hours per day.~~

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

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

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

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

16-2-9: Zoning Site Plan Review.

- A. Applicability. No land shall be used, occupied, or developed for any use without complying with the Zoning Site Plan requirements and procedures provided in this Section, as applicable. A Zoning Site Plan shall be required for:
- ~~1. The commencement of all development, improvement, or construction requiring a building permit, except for interior remodel and tenant finish.~~
 - ~~2. The construction or expansion of fences, walls, and accessory structures (e.g., garages, carports, storage sheds, decks) in all zone districts, including decks less than thirty inches (30") in height and accessory structures containing less than one hundred twenty (120) square feet in floor area that do not otherwise require a building permit.~~
 - ~~3. The construction, re-installation, expansion, alteration, surfacing, or resurfacing of a residential driveway.~~
 - ~~4.3. Accessory uses, not including home occupations, marked as "A" in the applicable table cell in Table 16-5-1.1, "Table of Allowed Uses".~~
 - ~~5.4. The construction, re-installation, expansion, alteration, surfacing, or resurfacing of a parking area.~~

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

16-5-2: Use-Specific Standards.

C. *Commercial Uses.*

3. Automotive Sales, Rental; Commercial Storage of Operable Vehicles; Parking Area, Surface (Operable Vehicles); and Parking Facility, Structure (Operable Vehicles).

- a. *Standards.*

- ~~(13) Parking areas, (surface) are prohibited as a principle use within the first one hundred (100) feet of any lot adjacent to Hampden Avenue, within the M-1 and M-2 zone districts.~~

8. Office.

- a. *Office, Type 2 (Limited).*

- (1) In the MU-R-3-A and MU-R-3-B districts, this includes administrative and professional offices where the following activities are prohibited:

- (a) Sale of goods or merchandise;
 - (b) On-site storage of materials or equipment, except incidental to office operation;
 - (c) On-site storage of materials, equipment, or vehicles; and
 - ~~(d) On-site parking of business vehicles during non-business hours; and~~
 - ~~(e)~~(d) On-site dispatch of personnel or equipment.

9. Parking Area, Surface (Operable Vehicles) (TSA District Only). A surface parking area is allowed as a short-term, interim principal use of vacant parcels in the TSA district, subject to compliance with the following standards:

- a. *Location.*

- (1) Surface parking lots developed or used as a principal use shall be permitted in the TSA district, except within the transit station subarea.
 - (2) A surface parking lot developed or used as a principal use shall not be located adjacent to another surface parking lot use developed or used as a principal use.
 - (3) A surface parking lot developed or used as a principal use in the district shall be located at least fifty feet (50') away from the intersection of two (2) public streets.

- b. *Parking Surfaces.* All surface parking lots shall ~~be paved with a hard surface acceptable to the City, not be surfaced with grass.~~

- b. e. *Landscaping/Screening.* The perimeter and interior of all surface parking lots along a public street, public plaza, or other public open area or right-of-way, shall be screened and landscaped as stated in the Station Area Standards and Guidelines.
- c. d. *Allowed As Interim Use Only.* In order to encourage more high-intensity and pedestrian-friendly development in the TSA district, principal commercial parking uses on surface lots shall be considered an interim use only. Accordingly, the City shall attach the following conditions to all conditional use approvals of any principal commercial parking/vehicle storage use in the TSA district:
 - (1) Such use shall automatically lapse and expire after three (3) years from the date of the City's approval action, unless otherwise expressly allowed by the City in the terms of conditional use approval, or unless the City approves an extension of time prior to the end of the three-year period.
 - (2) If the surface parking lot use is not converted to another permitted principal use within one (1) year after such use expires, the owner shall remove the paved surface and all appurtenant structures, re-vegetate the parcel with grass seed or other landscaping material approved by the City, and maintain such landscaping until such parcel is redeveloped.
 - (3) An applicant shall request an extension of the expiration period at least sixty (60) days prior to the end of the original three (3) year (or extended) expiration period. All such requests shall be reviewed according to the procedures for review of a conditional use, as set forth in Section 16-2-12 EMC. The City shall review such request according to the review criteria in Section 16-2-12 EMC, and considering the purpose of the TSA district and the status of existing and planned development activity in the district. The City shall act to either extend the conditional use approval for a specified term of years, but in no case longer than three (3) years, or allow the conditional use approval to expire.

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

D. *Manufacturing/Industrial Uses.*

- 6. Storage Yard for Vehicles, Equipment, Material, and/or Supplies. A storage yard for vehicles, equipment, material, and/or supplies shall comply with all of the following conditions:
 - a. The site shall not be surfaced with grass, ~~be surfaced with concrete, asphalt, or other impervious surface approved by the City Manager or designee.~~ The site shall comply with 11-3-5 EMC regarding storm drainage.
 - b. The site shall be maintained in good condition, free of weeds, dust, trash, and debris.
 - c. The site shall be screened by a solid fence.
 - d. No materials or supplies shall be stored above the level of the screening fence.

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

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

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

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

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

16-5-4: Accessory Uses.

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

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

- a. Parking Area, Surface (R-2-B District Only). When an R-2-B district abuts or is adjacent to a MU-B-2 district, the portion of the lot adjacent to the business district may be used as a parking area by any commercial establishment to a depth of twenty-five feet (25') if the following conditions are met:
- (1) The parking area must be screened from the residential portion of the lot by a six foot (6') opaque fence. Side yard fences must also be provided to screen adjacent property. These fences shall also be six feet (6') in height except that, within ten feet (10') of the rear property line, the fences cannot exceed thirty inches (30") in height or be less than fifty percent (50%) open.
 - (2) The paved parking area must be of hard surface to prevent the movement of dirt and debris from the parking area onto the public right-of-way. The parking area shall not have a grass surface.
 - (3) Parking stops or other devices allowing snowfall maintenance must be placed in the parking area to prevent damage to the fence by vehicles.
 - (4) Provisions must be made for the collection of trash as per City ordinance.
 - (5) The final design of the parking area must be approved by the City Manager or designee.
 - (6) No storage of vehicles is permitted and the lot is to be used solely for the parking of employees or customers.
 - (7) No vehicles in excess of seven thousand (7,000) pounds may be parked in the parking area.
 - (5)(8) The minimum width of the parking area shall be fifty feet (50').
 - (9) The City Manager or designee may deny the use of any lot as a parking area if the above provisions are not met or if conditions are unsafe. The ruling may be appealed to the Board.
- b. Parking Area, Surface (TSA District Only). Surface parking areas, noncommercial and accessory to a principal use, are allowed subject to the following additional conditions:
- (1) General. Such surface parking area shall be maintained as long as the principal permitted use is maintained, or until alternative parking is provided for such principal use.
 - (2) Location.
 - (a) An accessory surface parking area may be located within six hundred feet (600') of the lot containing the principal use, either within the TSA district or within a zone district that permits noncommercial parking lots, subject to a City-approved alternative parking plan and pursuant to the Station Area Standards and Guidelines, as applicable.

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

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

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

D. Prohibited Accessory Uses.

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

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

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

16-6-1: - Dimensional Requirements.

C. Additional Dimensional and Development Standards.

1. *Multi-Unit Development Standards in R-2-A, R-2-B, MU-R-3-A and MU-R-3-B Districts.*

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

~~(2) Parking pads within the front yard or front setback shall be prohibited.~~

d. *Property without rear alley access.*

(1) Minimum lot width shall be thirty feet (30') per unit.

(2) Garages, and carports ~~and parking pads~~ shall be offset behind the front building line of each unit by a minimum of five feet (5').

~~(3) Minimum separation between driveways or parking pads of attached units shall be twenty feet (20').~~

~~(4) Maximum driveway or parking pad width within front yard or front setback shall be ten feet (10') per unit.~~

(3) ~~(5)~~ The maximum garage door width on the front façade of the structure shall be nine feet (9') per unit.

~~(6) A parking pad may be located in the front yard or front setback only when a garage or carport is not provided.~~

(4) ~~(7)~~ An opaque fence or wall shall be provided between driveways or parking pads on adjacent properties.

(5) ~~(8)~~ Units that provide attached garages behind the rear building line of the principal structure may reduce the principal structure's rear setback to ten feet (10').

~~(6) (9)~~ It is recognized that because of the wide variety of multi-unit development options, the City Manager or designee may on a case-by-case basis consider minor deviations to this Subsection (2) through ~~(7)~~ (5) above, whenever such deviations are more likely to satisfy the intent of this subsection.

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

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

A. *Purpose.* The purpose of this Section is to prevent or alleviate the congestion of public streets, ~~to minimize any detrimental effects of parking and loading areas on adjacent properties,~~ to enhance parking areas with landscape elements, and to promote the safety and welfare of the public. In recognition that different solutions may be appropriate in different areas of the City and for different types of development, the standards set out in this Section allow flexibility in dealing with vehicle parking and loading issues.

B. *Applicability.*

1. **New Development.** The off-street parking and loading standards of this Section shall apply to all new development after the effective date of this Title, except as otherwise expressly allowed in this Title.

Draft

2. Applicability to Existing Uses.

- a. No existing use or structure shall be deemed nonconforming solely because of the lack of off-street parking (including bicycle parking) or loading requirements prescribed in this Section, provided that off-street parking and loading facilities existing on the effective date of this Title shall not be reduced in capacity, design, or function to less than the minimum standards prescribed in this Section and Title.
- b. Off-street parking and loading facilities existing on the effective date of this Title shall be maintained as long as the use or structure exists, even if the amount of parking or loading spaces does not comply with this Section, unless an equivalent number of spaces are provided conforming to the requirements of this Section.
- c. In connection with an existing use, this Section shall not require the maintenance of more parking or loading spaces than is required for a new building or use under this Section and Title.

3. Expansions and Increases in Intensity. Unless otherwise expressly stated in this Section, the off-street parking and loading standards of this Section apply when an existing structure or use is expanded or enlarged, through the addition of dwelling units, floor area, seating capacity, employees, or other units of measurement used for establishing off-street parking and loading requirements. Additional off-street parking and loading spaces shall be required only to serve the enlarged or expanded area, not the entire building or use.

4. Change of Use. Unless otherwise expressly stated in this Section, off-street parking (including bicycle parking) and loading facilities shall be provided for any change of use or manner of operation that would, based on the off-street parking schedule or the off-street loading schedule, result in a requirement for more parking or loading spaces than the former use. Additional parking or loading spaces shall be required only in proportion to the extent of the change, not for the entire building or use.

5. Planned Unit Developments. In Planned Unit Developments, the amount of off-street parking shall be determined on a case-by-case basis as part of the City's consideration of the PUD application. However, the decision-making body may use the off-street parking and loading requirements of this Section as the starting point for determination of the applicable minimum standards. ~~All PUD development plan applications shall include a parking plan according to this Section.~~

C. *No Reduction Below Minimums.* Unless otherwise expressly allowed in this Section, existing parking spaces may not be reduced below the minimum requirements established in this Section. Unless otherwise expressly allowed in this Section, any change in use or manner of operation that increases applicable off-street parking requirements shall be deemed a violation of this Title unless parking spaces are provided according to this Section.

D. *Required Plan Elements.* ~~A parking and loading plan (including required bicycle parking), submitted as part of a site or development plan, is required for: all multi-unit residential dwelling uses; all nonresidential uses; and any other occasion when the City deems it necessary to determine the impact of parking on a development. The parking and loading plan shall show all information as required on City submittal requirement forms.~~

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

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

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

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

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

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

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

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

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

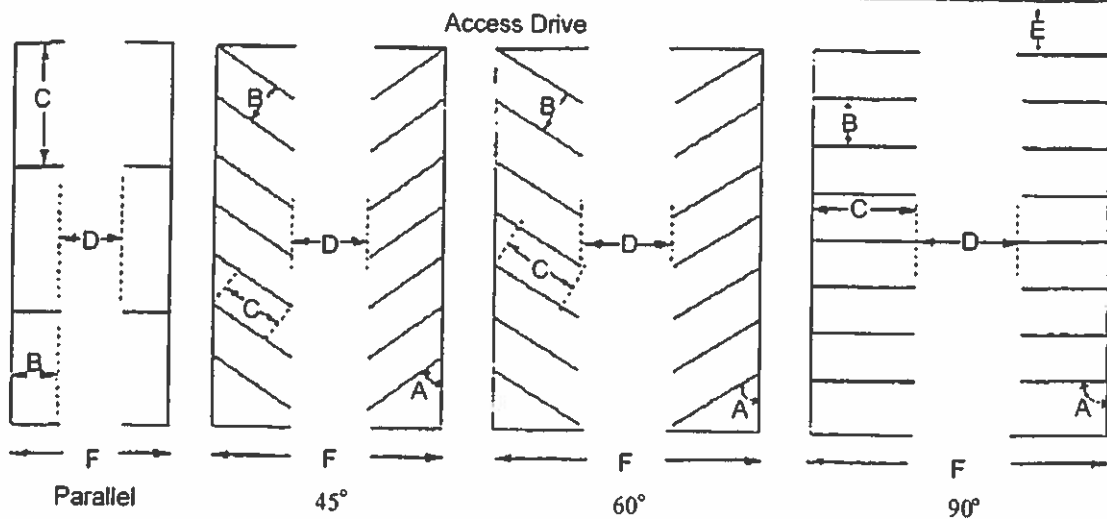
2. Location of Off-Street Parking Areas. Except as otherwise allowed in this Title, a parking area shall be provided on the same property as the principal building it serves, except that in business and industrial districts the required off-street parking area may be located within four hundred feet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

TABLE 16-6-4.2: MINIMUM DIMENSIONAL AREAS INDICATED ON THE DRAWING BELOW

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

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

Figure 16-6(4): Parking Dimensions



5. Continuous Curbs.

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

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

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

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

1. Amount and Dimensions for Accessible Spaces.

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

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

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

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

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

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

1. Parking Adjustments for Uses in the MU-B-1 Business District.

a. *Exempt Areas.*

(1) MU-B-1 Business District. Principal nonresidential uses located on properties with frontage on South Broadway, and located within the MU-B-1 district, are exempt from providing off-street parking spaces as stated in this Section 16-6-4 EMC. However, if off-street parking exists on, or is provided after, the effective date of this Title, such off-street parking shall comply with all applicable standards in this Section, except for the minimum amount required by subsection 16-6-4.F.1 EMC.

~~b. *Location of Off-Street Parking Areas.* The nearest property line of any off-site parking area for a nonresidential use in the MU-B-1 district:~~

~~(1) Shall be located no more than four hundred feet (400') from the nonresidential use, as measured from the nearest property line of the nonresidential use; and~~

~~(2) Shall not be separated from the nonresidential use by any street with more than four (4) travel lanes.~~

e.b. *Waiver of Other Requirements.* The City may waive the off-street parking requirements in this Section if an applicant submits a supporting marketing or parking study prepared by a qualified professional approved by the City, which applies reasonable professional standards, and the City Manager or designee approves such study.

2. Structured Parking Preferred. In order to conserve land for preferred development patterns in the MU-B-1 and TSA zone districts, the City strongly encourages developers to provide required off-street parking in multi-level structures to the maximum extent practicable. If structured parking is not feasible, surface parking areas shall be screened

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

4.11. *Alternative Parking Plans.*

1. **Scope.** An alternative parking plan is a proposal to meet vehicle parking needs by means other than providing parking according to the ratios established in Table 16-6-4.1 above, or by providing an alternative to this Section's off-street parking area design standards. Alternative parking plans may not be used to reduce required setbacks, landscaping, or screening of off-street parking areas.
2. **Applicability.** Applicants who are not otherwise eligible for the parking adjustments in subsection 16-6-4.11 EMC, and seek to: (1) provide fewer off-street parking spaces than required in Table 16-6-4.1 EMC; (2) provide parking off-site; or (3) modify this Section's otherwise applicable off-street parking design standards shall secure approval of an alternative parking plan according to the standards of this subsection.
3. **Contents.** Alternative parking plans shall be submitted in a form established by the City. At a minimum, such plans shall detail the type of alternative proposed and the rationale behind the proposal.
4. **Review and Approval Procedure.**
 - a. *Decision-Making Body.* The City Manager or designee, with advice from the City Traffic Engineer or Transportation Planner, may approve, approve with conditions, or deny alternative parking plans.
 - b. *Review Criteria.* In order to approve an alternative parking plan, the City Manager or designee must determine that the proposed plan shall protect surrounding neighborhoods, maintain traffic circulation patterns, and promote quality urban design equally as well as or better than a plan that strictly complies with otherwise applicable off-street parking standards.
5. **Violations and Lapse.**
 - a. Any modification or waiver of off-street parking approved under an alternative parking plan shall remain valid only as long as the conditions warranting the modification or waiver exist. If the conditions that warranted the modification or waiver cease to exist (e.g., the use changes in nature or extent, operation of the use is discontinued for twelve (12) months or more, or there is a substantial change in parking demand), the City shall send written notice to the applicant or owner that the plan approval shall automatically lapse and be null and void unless the applicant or owner can show cause why the plan approval should continue. The applicant or owner shall respond to the notice within thirty (30) days from the date of the notification, and shall appear and state their case to the City Manager or designee within ninety (90) days of the notification date.
 - b. Lapse of an alternative parking plan shall not preclude other remedies and enforcement actions available under this Title. Specifically, violations of an approved

Draft

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

6. Eligible Alternatives/Criteria for Approval. A number of specific parking and access alternatives are described in the following subsections 6(a) through 6(e) below. The City may, however, consider and approve any alternative to providing off-street parking spaces on the site of the subject development if the applicant demonstrates that the proposed plan meets the criteria stated in Section 16-6-4.1.4(B) EMC.
 - a. *Shared Parking.* It is the City's stated intention to encourage efficient use of land and resources by allowing users to share off-street parking facilities whenever feasible. The City Manager or designee may authorize a reduction in the number of required off-street parking spaces for multiple use developments or for uses that are located near one another and that have different peak parking demands or different operating hours. Shared parking shall be subject to the following standards:
 - ~~(1) Location. Shared off-street parking spaces shall be located according to Section 16-6-4.F.2 EMC, or as approved under the remote parking provisions of this Section.~~
 - (1) ~~(2)~~ Zoning Classification. Shared parking areas shall be considered accessory to the principal uses that the parking spaces are intended to serve. Shared parking areas shall require the same or a more intensive zoning classification than that required for the most intensive of the uses served by the shared parking area, provided that shared parking facilities may be located in any zoning district that allows commercial parking lots or structures.
 - (2) ~~(3)~~ Required Study and Analysis. The applicant shall submit a shared parking analysis to the City that clearly demonstrates the feasibility of shared parking. The study shall address, at a minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that shall be sharing off-street parking spaces.
 - (3) ~~(4)~~ Shared Parking Agreement. A shared parking plan shall be enforced through written agreement among the owners of record. All shared parking agreements shall be approved by the City and thereafter recorded. A shared parking agreement may be revoked by the parties to the agreement only if off-street parking is provided under Table 16-6-4.1 of this Section or another alternative parking plan is approved.
 - b. *Remote Parking.* The City may permit all or a portion of required off-street parking to be located beyond the otherwise applicable distance requirements established in this Section, subject to the following standards:
 - (1) Location. No remote parking space shall be located more than three hundred feet (300') beyond the distance established in Section 16-6-4.F.2 EMC. The City may waive this distance limitation if adequate assurances are offered that van or shuttle service shall be operated between the remote lot and the principal use.

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

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

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

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

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

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

2. Design and Layout. Required drive-through lanes and facilities and vehicle stacking spaces are subject to the following design and layout standards:

a. *Vehicle Stacking Spaces.*

- (1) Size. Vehicle stacking spaces must be a minimum of nine feet (9') by twenty feet (20') in size.
- (2) Location. Stacking spaces may not impede on- or off-site traffic movements, nor impede movements into or out of off-street parking spaces.
- (3) Design.
 - ~~(a) Stacking spaces shall be separated from other internal driveways by raised medians if the City Traffic Engineer deems the median necessary for traffic movement and safety.~~
 - (a) ~~(b)~~ Vehicle stacking areas adjacent to public streets or sidewalks shall be separated from such streets or sidewalks by walls or landscaping with berms.

b. *Drive-In (Drive-Through) Facilities and Lanes.*

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

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

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

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

L.K. Off-Street Loading Standards.

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

Activity Type	Minimum Stacking Spaces	Measured From
Bank teller lane	6 (Maximum = 30)	Teller or Window
Automated teller machine	3	Teller

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

b. *Minimum Dimensions and Design Standards.*

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

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

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

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

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

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

O. *Surface Cover.* Off-street parking and loading spaces shall ~~not be a grass surface~~ be of a hard surface, either paved with asphalt, concrete or brick pavers, except that the City may approve the use of alternate dust-free surfacing materials (e.g., chip seal surfacing) to serve a principal permitted residential use.

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

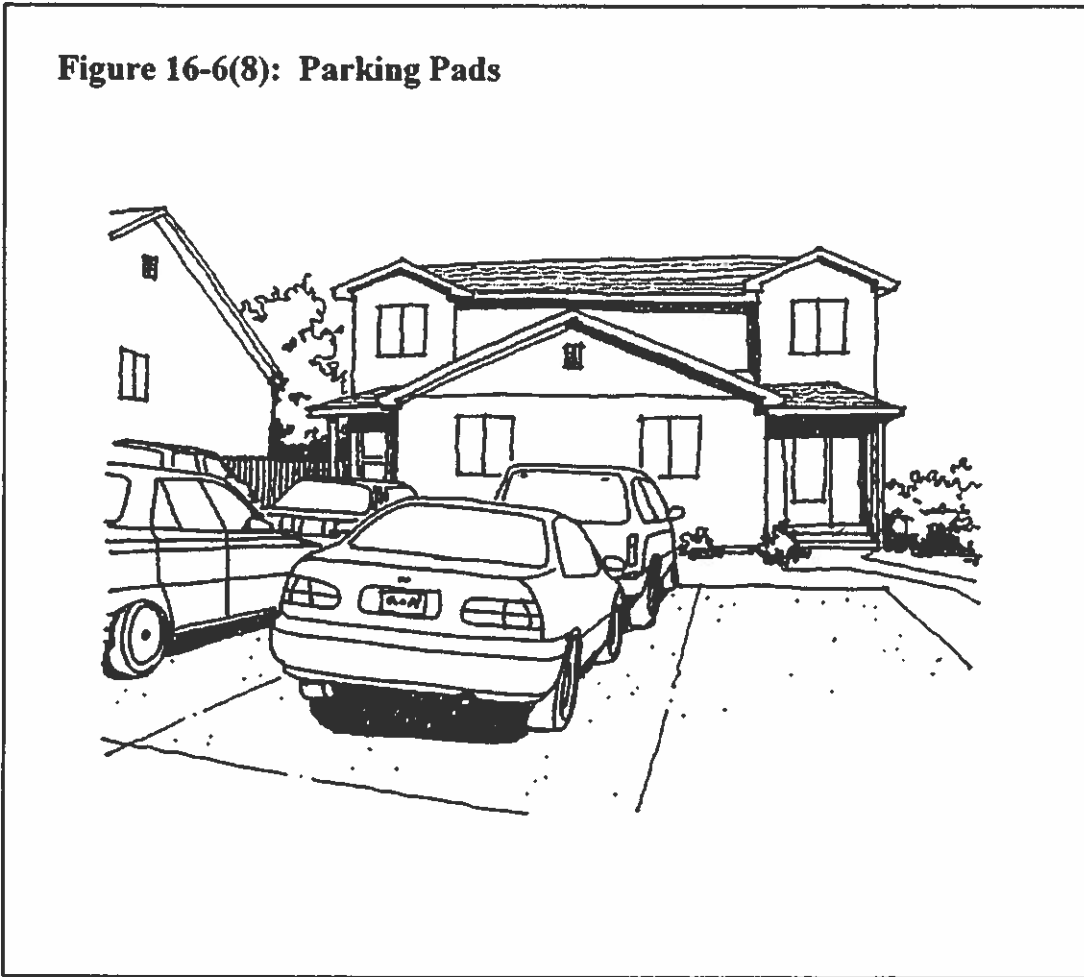
16-6-10: Design Standards and Guidelines.

B. Residential Design Standards

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

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

Figure 16-6(8): Parking Pads



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

e.g., *Maximum Front Lot Coverage.*

(1) Lots With Rear Alley Access.

(a) General Rule. The maximum front lot coverage shall be twenty-five percent (25%). The remainder of the front lot shall be landscaped according to the standards stated in Section 16-6-7 EMC. See Section 16-6-1.A EMC for rules of measurement regarding front lot coverage.

(b) Incentive for Front Porches. The maximum front lot coverage may be increased to thirty-five percent (35%) when the dwelling includes a front porch that meets the following criteria:

(1) The front porch is covered but not enclosed; and

Draft

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

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

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

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

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

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

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

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

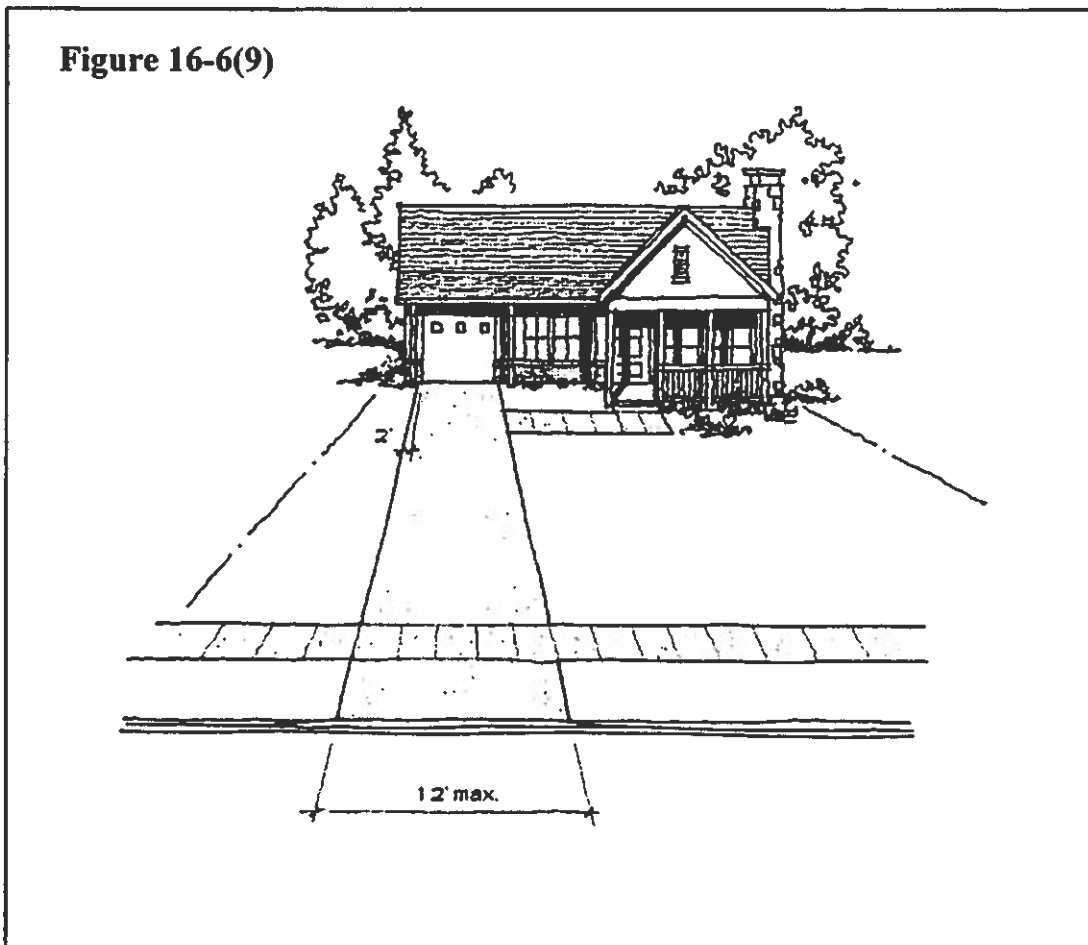
~~(6) Maximum Driveway Width within the Front Yard or Setback Area.~~

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

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

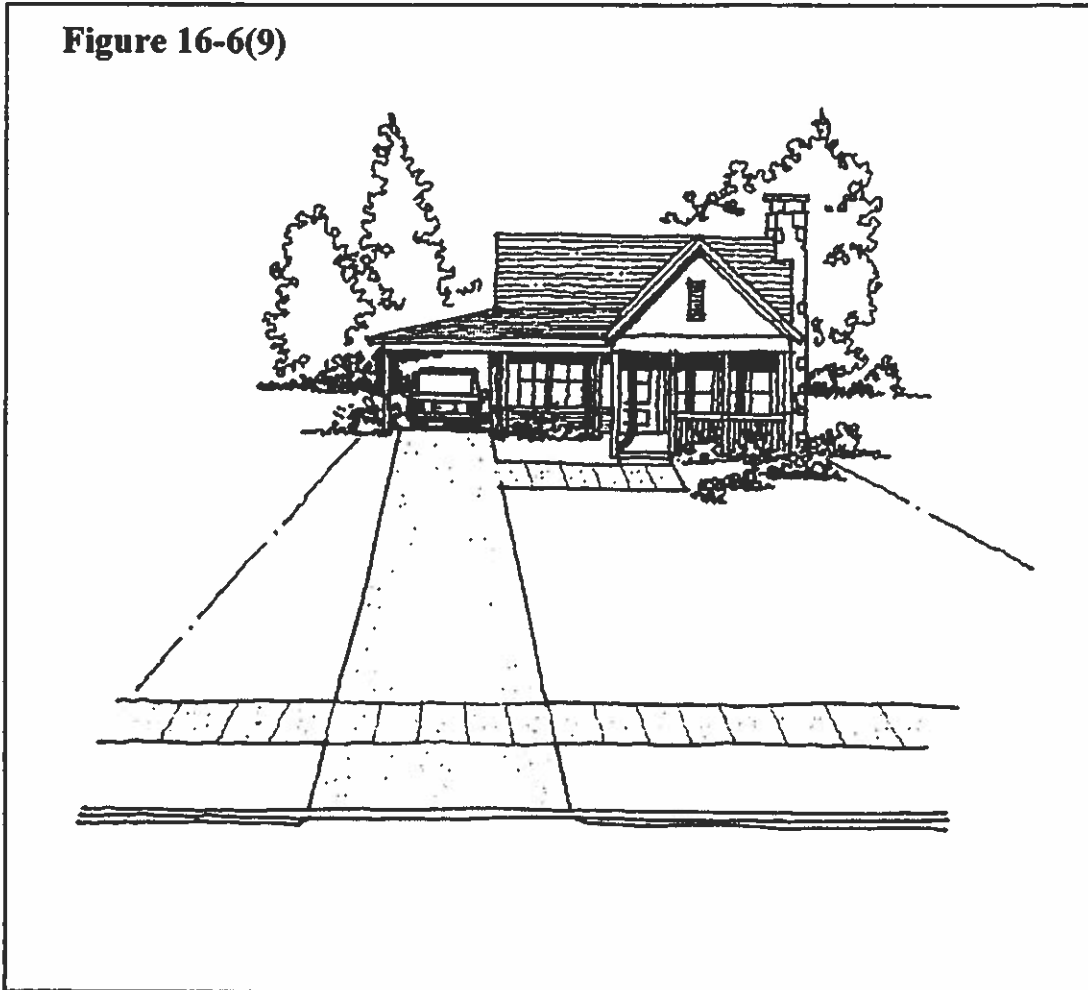
- (2) ~~Driveways Leading to Two or More Single Garage Doors Maximum Driveway Width. The maximum driveway width in the front yard or setback area shall be the lesser of the following:~~
- a. ~~Two (2) feet wider than the cumulative width of two (2) or more single garage doors separated by a support or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

Figure 16-6(9)



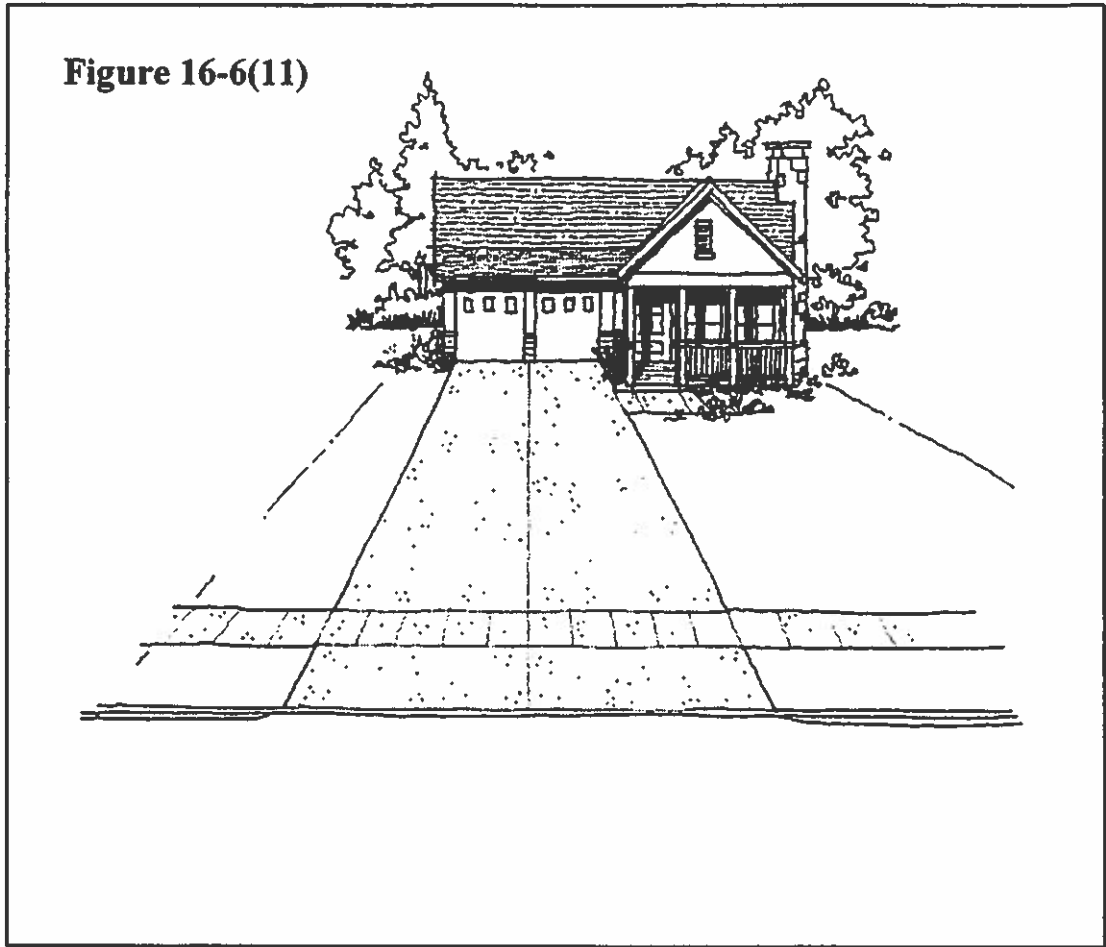
Commentary to Figure 16-6(9) (above): Within a residential structure's front yard or front setback area, the width of a residential driveway that leads from the street to a single door, one-car garage shall not exceed twelve feet (12').

Figure 16-6(9)



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

Figure 16-6(11)



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

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

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

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

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

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

16-6-10: Design Standards and Guidelines.

E. Design Standards and Guidelines for Large Retail Buildings.

4. Site Design and Relationship to the Surrounding Community.

a. Parking Lot Orientation.

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

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

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

B. Definition of Words, Terms, and Phrases.

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

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

Section 18. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 19. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 20. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 21. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 22. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, amended, and passed on first reading as amended on the 19th day of December, 2011.

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

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

Read by title and passed on final reading on the 9th day of January, 2012.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2011/2012, on the 13th day of January, 2012.

Published by title on the City's official website beginning on the 11th day of January, 2012 for thirty (30) days.

~~Draft~~

_____, Mayor

ATTEST:

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2011/2012.

Loucrishia A. Ellis