1. Call to Order.

2. Invocation.

3. Pledge of Allegiance.

4. Roll Call.

5. Consideration of Minutes of Previous Session.

6. Recognition of Scheduled Public Comment. The deadline to sign up to speak for Scheduled Public Comment is Wednesday, prior to the meeting, through the City Manager’s Office. Only those who meet the deadline can speak in this section. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
   a. Glen Cary will address Council regarding a piece of artwork in front of the Civic Center.

7. Recognition of Unscheduled Public Comment. Speakers must sign up for Unscheduled Public Comment at the beginning of the meeting. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

   Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.
   a. Presentation to Englewood Police Citizens’ Academy Graduates. Staff: Deputy Chief Jeff Sanchez

9. Consent Agenda Items
   a. Approval of Ordinances on First Reading.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.
i. Council Bill 56 - The Police Department recommends that Council adopt a bill for an ordinance authorizing the Chief of Police to sign an Intergovernmental Agreement (IGA) with the Arapahoe County Department of Human Services (DHS) to provide for a cooperative working relationship between law enforcement and child protection agencies in Arapahoe County. **Staff: Deputy Chief Jeff Sanchez**

b. Approval of Ordinances on Second Reading.

i. Council Bill 54 - Colorado’s Water/Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement. **Staff: WWTP Director Dennis Stowe**

c. Resolutions and Motions.


11. Ordinances, Resolutions and Motions.

a. Approval of Ordinances on First Reading.

i. Council Bill 57 - The City Clerk’s Office recommends City Council adopt a bill for an ordinance for a new Official Corporate City Seal, by adding the recently approved logo. **Staff: City Clerk Lou Ellis**

b. Approval of Ordinances on Second Reading.

i. Council Bill 55 - Add a new section (5-30) to the Englewood Municipal Code 2000 pertaining to hotel and motel services - licensing. **Staff: Deputy Police Chief Jeff Sanchez**

c. Resolutions and Motions.

i. Community Development staff recommends that City Council approve a resolution adopting the Englewood Walk and Wheel Master Plan and Program as a supplementary City plan document in support of *Roadmap Englewood: The 2003 Englewood Comprehensive Plan*, and *Englewood Forward: the 2016 Englewood Comprehensive Plan*. **Staff: Planner II John Voboril**

12. General Discussion.

a. Mayor’s Choice.

i. Announcement of Special Meeting on November 9, 2015

Council will open the public meeting in the Community Room. After announcing the topic(s) to be discussed under the specific paragraph(s) of C.R.S. 24-6-402-4, a vote of Council will be taken. If 2/3 of the quorum present votes affirmatively, attendance shall be limited to the members of City Council and Council may invite other persons as may be required for advice and information. City Council and invited persons will move to the

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.
City Council Conference Room. No formal vote will be taken on any matter under discussion.

- City Manager Annual Review

b. Council Members’ Choice.
   
i. Council Bill 58 – Adopt a bill for an ordinance amending Title 6, Chapter 1, Section 8, of the Englewood Municipal Code 2000 adopting smoking prohibitions, state standards, further defining public buildings and unifying the definition of tobacco throughout the code.
   
ii. Establishment of a hearing date on the appeal of case 2015-09 4635 S. Pearl St. Urban Lot Development.


   
a. Request from Community Development to pursue collection under the terms of a promissory note – Adam Baltrunas, 4756 S. Acoma

15. Adjournment.
1. Call to Order

The regular meeting of the Englewood City Council was called to order by Mayor Penn at 7:33 p.m.

2. Invocation

The invocation was given by Council Member McCaslin.

3. Pledge of Allegiance

The Pledge of Allegiance was led by Council Member McCaslin.

4. Roll Call

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

A quorum was present.

Also present: City Manager Keck
City Attorney Brotzman
Deputy City Manager Flaherty
Assistant City Manager Robinson
City Clerk Ellis
Deputy City Clerk Carlile
Director Becker, Finance and Administrative Services
Director Brennan, Utilities
Facilities Maintenance Supervisor Long, Public Works
Planner II Voboril, Community Development
Director Stowe, Littleton/Englewood Wastewater Treatment Plant
Deputy Police Chief Sanchez
Senior Planner Stitt, Community Development
Manager Tallent, Littleton/Englewood Wastewater Treatment Plant
Technical Support Specialist I Munnell, Information Technology

5. Consideration of Minutes of Previous Session

(a) COUNCIL MEMBER GILLLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 5, 2015.

Vote results:

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

Motion carried.
6. **Recognition of Scheduled Public Comment**

   (a) April MacKay, an Englewood resident, addressed Council regarding declaring Englewood a "Trans Pacific Partnership Free Zone."

   (b) Dave Selice, a representative of Communications Workers of America, addressed Council regarding declaring Englewood a "Trans Pacific Partnership Free Zone."

7. **Recognition of Unscheduled Public Comment**

   (a) Elaine Hults, an Englewood resident, addressed concerns with the Walk and Wheel Program and heavy traffic.

   (b) Jeremy Letkomiller, an Englewood resident, expressed his concerns regarding vacant lots and the problems they bring to his neighborhood.

   (c) Bill West, an Englewood resident, expressed his concerns regarding the rapid growth of the City. He wants the City to grow responsibly. He would like to avoid the problems that Denver has experienced.

Council responded to Public Comment.

8. **Communications, Proclamations and Appointments**

There were no communications, proclamations or appointments.

9. **Consent Agenda**

   (a) Approval of Ordinances on First Reading

There were no additional items submitted for approval on first reading. (See Agenda Item 11 (a).)

**COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER GILLIT SECONDED, TO APPROVE CONSENT AGENDA ITEMS 9 (b) (i) and 9 (c) (i).**

   (b) Approval of Ordinances on Second Reading

   (i) **ORDINANCE NO. 43, SERIES OF 2015 (COUNCIL BILL NO. 48, INTRODUCED BY COUNCIL MEMBER GILLIT)**


   (c) Resolutions and Motions

   (i) **MOTION TO APPROVE A CONTRACT WITH GARLAND/DB5, NOT TO EXCEED $52,175, FOR REPLACEMENT OF THE JEFFERSON FIRE ROOF SYSTEMS.**

Vote results:

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

Motion carried.
10. Public Hearing Items


Vote results:
Ayes: Council Members McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None
Absent: Council Member Yates
Motion carried and the Public Hearing opened.

All testimony was given under oath.

Planner II Voboril presented information regarding the Englewood Walk and Wheel Master Plan and Program.

There were no citizens providing public comment.


Vote results:
Ayes: Council Members McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None
Absent: Council Member Yates
Motion carried and the Public Hearing closed.

11. Ordinances, Resolutions and Motions

(a) Approval of Ordinances on First Reading

(i) Director Stowe presented a recommendation from the Littleton/Englewood Supervisory Committee to adopt a bill for an ordinance approving the Colorado’s Water/Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER WILSON SECONDED, TO APPROVE AGENDA ITEM 11 (a) (i) - COUNCIL BILL NO. 54.

COUNCIL BILL NO. 54, INTRODUCED BY COUNCIL MEMBER GILLIT

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

Vote results:
Ayes: Council Members McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: None
Absent: Council Member Yates
Motion carried.
Deputy Police Chief Sanchez presented a recommendation from the Englewood Police Department to adopt a bill for an ordinance which would add a new section (5-30) to the Englewood Municipal Code 2000 pertaining to hotel and motel services - licensing.

COUNCIL MEMBER McCASLIN MOVED, AND COUNCIL MEMBER GILLIT SECONDED, TO APPROVE AGENDA ITEM 11 (a) (ii) - COUNCIL BILL NO. 55.

COUNCIL BILL NO. 55, INTRODUCED BY COUNCIL MEMBER McCASLIN

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

Vote results:
Ayes: Council Members McCaslin, Wilson, Penn, Jefferson, Olson, Gillit
Nays: Council Member Jefferson
Absent: Council Member Yates

Motion carried.

(b) Approval of Ordinances on Second Reading

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER OLSON SECONDED, TO APPROVE AGENDA ITEMS 11 (b) (i) and (ii) - ORDINANCE NO. 44, SERIES OF 2015 AND ORDINANCE NO. 45, SERIES OF 2015.

(i) Council Bill 52 to approve fiscal year 2016 budget was considered.

ORDINANCE NO. 44, SERIES OF 2015 (COUNCIL BILL NO. 52. INTRODUCED BY COUNCIL MEMBER GILLIT)

AN ORDINANCE ADOPTING THE BUDGET OF THE CITY OF ENGLEWOOD, COLORADO, FOR FISCAL YEAR 2016.

(ii) Council Bill 53 to appropriate funds for fiscal year 2016 was considered.

ORDINANCE NO. 45, SERIES OF 2015 (COUNCIL BILL NO. 53, INTRODUCED BY COUNCIL MEMBER GILLIT)

AN ORDINANCE APPROPRIATING MONIES FOR ALL MUNICIPAL PURPOSES IN THE CITY OF ENGLEWOOD, COLORADO, FOR FISCAL YEAR BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016, CONSTITUTING WHAT IS TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR 2016.

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

Motion carried.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER WILSON SECONDED, TO APPROVE CONSENT AGENDA ITEM 11 (b) (iii) AND (iv) - ORDINANCE NO. 46, SERIES OF 2015 AND ORDINANCE NO. 47, SERIES OF 2015.

(iii) Council Bill No. 50 to adopt the budget for the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2016 was considered.

ORDINANCE NO. 46, SERIES OF 2015 (COUNCIL BILL NO. 50, INTRODUCED BY COUNCIL MEMBER GILLIT)
AN ORDINANCE ADOPTING THE BUDGET FOR THE LITTLETON/ENGLEWOOD WASTEWATER TREATMENT PLANT FOR FISCAL YEAR 2016.

(iv) Council Bill No. 51 to appropriate funds for the Littleton/Englewood Wastewater Treatment Plant for fiscal year 2016 was considered.

ORDINANCE NO. 47, SERIES OF 2015 (COUNCIL BILL NO. 51, INTRODUCED BY COUNCIL MEMBER GILLIT)


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

Motion carried.

(v) Council Bill 49 to adopt a bill for an ordinance establishing the 2015 mill levy collected in 2016 was considered.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER McCASLIN SECONDED, TO APPROVE CONSENT AGENDA ITEM 11 (b) (v) - ORDINANCE NO. 48, SERIES OF 2015.

ORDINANCE NO. 48, SERIES OF 2015 (COUNCIL BILL NO. 49, INTRODUCED BY COUNCIL MEMBER GILLIT)

AN ORDINANCE FIXING THE TAX LEVY IN MILLS UPON EACH DOLLAR OF THE ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CITY OF ENGLEWOOD, COLORADO.

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

Motion carried.

(vi) Council Bill 40 to adopt the International Property Maintenance Code 2015 to establish clear and specific property maintenance requirements with required property improvement provisions was considered.

COUNCIL MEMBER McCASLIN MOVED, AND COUNCIL MEMBER WILSON SECONDED, TO APPROVE CONSENT AGENDA ITEM 11 (b) (vi) - ORDINANCE NO. 49, SERIES OF 2015.

ORDINANCE NO. 49, SERIES OF 2015 (COUNCIL BILL NO. 40, INTRODUCED BY COUNCIL MEMBER GILLIT)

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, ARTICLE F, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE PROPERTY MAINTENANCE CODE OF THE CITY OF ENGLEWOOD, COLORADO.

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

Motion carried.

(c) Resolutions and Motions.
(i) Senior Planner Stitt presented a recommendation from the Community Development Department to approve a resolution authorizing staff to apply to Arapahoe County for the City of Englewood’s portion of federal fiscal year 2016 Community Development Block Grant (CDBG) funds.

COUNCIL MEMBER OLSON MOVED, AND COUNCIL MEMBER GILLIT SECONDED, TO APPROVE CONSENT AGENDA ITEM 11 (c) (i) - RESOLUTION NO. 96, SERIES OF 2015.

RESOLUTION NO. 96, SERIES OF 2015

A RESOLUTION AUTHORIZING THE CITY OF ENGLEWOOD, COLORADO, TO FILE AN APPLICATION WITH ARAPAHOE COUNTY FOR A 2016 COMMUNITY DEVELOPMENT BLOCK GRANT.

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

Motion carried.

(ii) Manager Tallent presented a recommendation from the Littleton/Englewood Waste Water Treatment Plant to approve, by motion, a contract for cleaning of the L/E WWTP anaerobic digesters with Veris Environmental, Inc. in the amount of $185,000.

COUNCIL MEMBER GILLIT MOVED, AND COUNCIL MEMBER McCASLIN SECONDED, TO APPROVE CONSENT AGENDA ITEM 11 (c) (ii) - A CONTRACT FOR CLEANING OF THE L/E WWTP ANAEROBIC DIGESTERS WITH VERIS ENVIRONMENTAL, INC. IN THE AMOUNT OF $185,000.

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

Motion carried.

12. General Discussion
   (a) Mayor's Choice
   (b) Council Members' Choice

13. City Manager's Report

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

14. City Attorney's Report

City Attorney Brotzman did not have any matters to bring before Council.

15. Adjournment

MAYOR PENN MOVED TO ADJOURN. The meeting adjourned at 8:35 p.m.

/s/ Loucrishia A. Ellis
City Clerk
COUNCIL COMMUNICATION

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<tr>
<th>Meeting Date:</th>
<th>Agenda Item:</th>
<th>Subject:</th>
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<tr>
<td>November 2, 2015</td>
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<td>Arapahoe County DHS – Endangered Children Cooperative Agreement IGA</td>
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<th>Initiated By:</th>
<th>Staff Source:</th>
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<td>Police Department</td>
<td>Deputy Chief Jeff Sanchez</td>
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PREVIOUS COUNCIL ACTION

N/A

RECOMMENDED ACTION

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

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

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

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

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

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

FINANCIAL IMPACT

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

LIST OF ATTACHMENTS

Arapahoe County DHS - MOU Cooperative Agreement
BY AUTHORITY

ORDINANCE NO. ____ SERIES OF 2015 COUNCIL BILL NO. 56 INTRODUCED BY COUNCIL MEMBER ____________

A BILL FOR

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

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

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

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

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

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

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes a Memorandum of Understanding 2015-2019 between Arapahoe County Department of Human Services Division of Children, Youth and Family Services and Arapahoe County Sheriff's Office, Aurora Police Department, Town of Bow Mar Police Department, Cherry Hills Village Police Department, Glendale Police Department, Columbine Valley Police Department, Greenwood Village Police Department, Littleton Police Department, Sheridan Police Department and the Englewood Police Department to provide a cooperative working relationship between law enforcement and child protection agencies in Arapahoe County to protect endangered children to coordinate the duties of each agency in connection with the investigation of all child abuse or neglect cases, attached hereto as Exhibit A.

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

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

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

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

______________________________
Randy P. Penn, Mayor

ATTEST:

______________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 2nd day of November, 2015.

______________________________
Loucrishia A. Ellis
MEMORANDUM OF UNDERSTANDING
2015-2019

COOPERATIVE AGREEMENT

BETWEEN

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

AND

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

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

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

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

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

WHEREAS, C.R.S. §19-3-308(5.5) declares that the State legislature intends that county departments of human services enter into cooperative agreements with law enforcement agencies
to coordinate the duties of each agency in connection with the investigation of all child abuse or
neglect cases.

NOW, THEREFORE, the parties herein agree as follows:

1. RESPONSIBILITIES OF HUMAN SERVICES AND LAW ENFORCEMENT
   AGENCIES

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

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

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

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

   E. Cases deemed appropriate for joint investigation between Child Protection Services
      "CPS" of Human Services and the Law Enforcement Agency shall include, but are not
      limited to, the following:
      1. Death of a child;
      2. Physical abuse or the risk thereof;
      3. Familial and quasi-familial sexual abuse (by parents, guardian, stepparent, 
         boyfriend, girlfriend, and other persons who reside in the child’s home);
      4. Environmental neglect;
      5. Possibility of need for placement or protective custody;
      6. Suspected danger to caseworkers/investigators from threatening, 
         belligerent adults;
      7. Nonfamilial sexual abuse when alleged perpetrator has children under 18 or 
         there are protective issues for suspected victims;
      8. When it appears that the suspected perpetrator may flee;
      9. When parent refuses access to the children by CPS or refuses medical 
         examination of the children;
10. Physical or sexual abuse and/or neglect in such institutional settings such as a foster home, group home, day care home, residential child care facility or institution;
11. Conditions suggesting the need for an arrest or the issuance of a summons and complaint;
12. Drug exposed infants;
13. Any case in which, in the presence of a child, or on the premise where a child is found, or where a child resides, a controlled substance, is manufactured or attempted to be manufactured; or,
14. Any known or suspected child abuse/neglect or a crime has occurred as a result.

F. Cases deemed appropriate for investigation solely by Child Protection Services of Human Services shall include, but are not limited to, the following:
   1. Mild physical abuse;
   2. Fetal Alcohol Syndrome;
   3. Medical neglect (failure to provide medically indicated treatment to disabled children with life threatening conditions);
   4. Third party abuse or neglect when alleged perpetrator under age 10;
   5. Educational neglect; or,

G. Cases deemed appropriate for investigations solely by law enforcement shall include, but are not limited to, the following:
   1. Third party abuse or neglect when alleged perpetrator is over the age 10. Third party includes, but is not limited to babysitters, nannies, teachers, school personnel, neighbors, etc.

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

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

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

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

L. This Agreement shall be effective from July 1, 2015 and shall expire on June 30, 2019. The Parties will renew this Agreement every four years. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
Human Services will modify or amend the Agreement as needed to ensure compliance with revisions made to Section 7.601.2A during the current contract term. Human Services will provide the Colorado Department of Human Services with a copy of the signed cooperative agreement with Law Enforcement Agencies within thirty (30) days of signature.

II. USE OF CONFIDENTIAL INFORMATION

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

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

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

III. MISCELLANEOUS

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

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

C. No Waiver Under CGIA. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. (“CGIA”) as same may be amended
from time to time. Specifically, neither party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law. If any waiver by the Law Enforcement Agency results in a waiver of protections afforded to the County, the Law Enforcement Agency, to the extent allowed by law, shall indemnify and hold harmless the County for such actions. If any waiver by the County results in a waiver of the protections afforded to the Law Enforcement Agency, the County shall, to the extent allowed by law, indemnify and hold harmless the Law Enforcement Agency for such actions.

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

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

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

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

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

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

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

Q. Counterparts. This Agreement may be executed in counterparts.
IN WITNESS WHEREOF, the parties have caused this Cooperative Agreement Memorandum of Understanding to be executed by its duly authorized representative as of July 1, 2015.

SIGNED BY:

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

Date

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

Date

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

Date

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

Date

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

Date

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

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

RECITALS

A. Associate entered into the Agreement with CE and, as a contractor for CE, has access to certain information, some of which may constitute Protected Health Information (“PHI”) as defined below.

B. CE wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute PHI.

C. As a contractor with access to PHI, Associate is subject to obligations with respect to PHI under HIPAA in the same manner as CE.

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 3120d-8 (“HIPAA”) and its implementing regulations thereunder by the U.S. Department of Health and Human Services (the “Privacy Rule”) and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

The parties agree as follows:

1. Definitions.

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

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the
individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

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

2. Obligations of Associate.

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

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

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

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Addendum within five (5) business days of becoming aware of such use or disclosure.
e. **Associate’s Agents.** If Associate uses one or more subcontractors or agents to provide services under this Addendum, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain appropriate sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

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

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

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

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

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

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

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

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

n. **Audits, Inspection and Enforcement.** Within ten business (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve
Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under this Addendum.

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

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

3. Obligations of CE.

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

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

4. Termination.

a. Without Cause. Either of the parties shall have the right to terminate this Addendum by giving the other party 30 days notice. If notice is given, the Addendum will terminate at the end of 30 days, and the liabilities of the parties hereunder for further
performance of the terms of the Addendum shall thereupon cease, but the parties shall not be released from duty to perform up to the date of termination.

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

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

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

e. **Effect of Termination.**

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

2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making
return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

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

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

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

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

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

10. **Amendment.**

   a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the Final HIPAA Security regulations
at 68 Fed. Reg. 8334 (Feb. 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate the Addendum upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Addendum when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

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

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

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

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

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

15. Representatives and Notice.

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

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

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

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

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

[Remainder of page intentionally left blank.]
ATTACHMENT A

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

1. **Additional Permitted Uses.** In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: *None except as otherwise directed in writing through the County or the State.*

2. **Additional Permitted Disclosures.** In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: *None except as otherwise directed in writing through the County or the State.*

3. **Subcontractor(s).** The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under the Addendum: *None.*

4. **Receipt.** Associate's receipt of Protected Information pursuant to the Addendum shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: *Associate's receipt of PHI pursuant to the Agreement or Addendum shall be deemed to occur and their obligations shall commence with respect to such PHI received upon the effective date of the Addendum.*

5. **Additional Restrictions on Use of Data.** CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: *The County is a Business Associate of other covered entities and, pursuant to such obligations of those Covered Entities, the County shall comply with restrictions on the use and disclosure of PHI as may be directed in writing by the State.*

6. **Additional Terms.** *(This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.)*

   *None*

[Remainder of page intentionally left blank.]
COUNCIL COMMUNICATION

Meeting Date: November 2, 2015
Agenda Item: 9bi
Subject: CoWARN Mutual Aid and Assistance Agreement - 2nd Reading

Initiated By: Littleton/Englewood Wastewater Treatment Plant
Staff Source: Dennis W. Stowe, Littleton/Englewood Wastewater Treatment Plant Manager

PREVIOUS COUNCIL ACTION

On January 22, 2007, Englewood City Council adopted a Bill for Ordinance approving the Colorado's Water/Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement.

RECOMMENDED ACTION

The Littleton / Englewood Supervisory Committee recommends City Council adopt, on second reading, a Bill for Ordinance Approving the Colorado's Water/Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Colorado Water and Wastewater Agency Response Network (CoWARN) is a network for municipal utilities departments to help other utilities departments during emergencies. CoWARN provides a method for water and wastewater utilities that have sustained or anticipate damages to receive intrastate assistance in a timely manner. Participants can then receive or provide support in the form of personnel, equipment, materials and other services.

CoWARN was established because in past disasters, it was discovered that municipal utilities operations are a specialized field with special requirements and the entity in need must be self-sufficient until the arrival of other government aid. CoWARN enables quick response time at local and state levels of government during natural and human caused events.

Littleton/Englewood Wastewater Treatment Plant (L/E WWTP) had provided emergency services under CoWARN. During and after the floods in 2013, an engine driven pump was loaned to Estes Park. The pump maintained sewer service to the high school and surrounding sub-divisions after a sewer line crossing in Fish Creek was washed out.

FINANCIAL IMPACT

There is no financial impact associated with the agreement itself. Financial impact would only occur when emergency services are rendered and the agreement sets forth the conditions for a payment of services.
LIST OF ATTACHMENTS

- Ordinance No. 6 Series of 2008
- Revised Intergovernmental Agreement: Colorado's Water / Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement
AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) ENTITLED “COLORADO’S WATER/WASTEWATER AGENCY RESPONSE NETWORK (CoWARN) MUTUAL AID AND ASSISTANCE AGREEMENT” BETWEEN MUNICIPAL UTILITIES DEPARTMENTS TO HELP MEMBER UTILITIES DEPARTMENTS DURING EMERGENCIES.

WHEREAS, the Colorado Water and Wastewater Agency Response Network (CoWARN) is a network for municipal utilities departments and private Water and Wastewater Utilities formed to help member utility departments before, during and after an emergency; and

WHEREAS, CoWARN would provide a method for water and wastewater utilities that have sustained or anticipate damages to receive intrastate assistance in a timely manner; and

WHEREAS, CoWARN was established because in past disasters, it was discovered that municipal utilities operations are a specialized field with special requirements and the entity in need must be self-sufficient until the arrival of other government aid; and

WHEREAS, CoWARN enables quick response time at local and state levels of government during natural and human caused events; and

WHEREAS, CoWARN recognizes that emergencies may require assistance in the form of personnel, equipment and supplies from outside the area of impact, the signatory utilities established CoWARN; and

WHEREAS, through CoWARN, members coordinate response activities and share resources during emergencies; and

WHEREAS, the passage of this Ordinance allows the City of Englewood, Colorado to join this network of municipal utilities departments and other utility departments during emergencies enabling quick response time at local and state levels of government during natural and human caused emergencies;

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

Section 1. The City Council of Englewood, Colorado, hereby approves the Intergovernmental Agreement entitled “Colorado’s Water/Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement” for mutual aid and assistance during emergencies, a copy of which is attached hereto as Exhibit A.
Section 2. The Mayor is hereby authorized to sign and the City Clerk to attest said CoWARN Mutual Aid and Assistance Agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 19th day of October, 2015.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 22nd day of October, 2015.

Published as a Bill for an Ordinance on the City’s official website beginning on the 21st day of October, 2015 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of November, 2015.

Published by title in the City’s official newspaper as Ordinance No. __, Series of 2015, on the 5th day of November, 2015.

Published by title on the City’s official website beginning on the 4th day of November, 2015 for thirty (30) days.

_________________________
Randy P. Penn, Mayor

ATTEST:

_________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. __, Series of 2015.

_________________________
Loucrishia A. Ellis
Colorado's Water/Wastewater Agency Response Network (CoWARN) Mutual Aid and Assistance Agreement

This CoWARN Mutual Aid and Assistance Agreement (Agreement) is made and entered into by public and private water and wastewater utilities that have, by executing this Agreement, manifested their intent to participate in Colorado's Water/Wastewater Agency Response Network (CoWARN).

This Agreement is authorized under Section 24-33.5-713 of the Colorado Revised Statutes.

**ARTICLE I. PURPOSE**

Recognizing that emergencies affecting water and wastewater utilities may require assistance in the form of resources from other water and wastewater utilities located outside the area of impact, CoWARN was established by utilities. Through execution of this agreement, members coordinate response activities and share resources during emergencies. This agreement outlines the mutual aid and assistance requirements between requesting and responding members.

**ARTICLE II. DEFINITIONS**

A. Emergency- A natural or manmade event placing a member's ability to provide water and/or wastewater service that is, or is likely to be, beyond the control of the resources of the affected Member and requires immediate action.

B. Member- Any public or private water or wastewater utility that manifests intent to participate in CoWARN by executing this Agreement.

C. Authorized Official- An employee of a member that is authorized by the member's governing board or management to request assistance or offer assistance under this Agreement.

D. Requesting Member- A member who requests assistance under CoWARN pursuant to this Agreement.

E. Responding Member- A member that responds to a request for assistance under CoWARN pursuant to this Agreement.

F. Resources- The personnel, equipment, materials and supplies of a responding member that are or may be the subject of a request for assistance by a requesting member.

G. Period of Assistance- A specified period of time when a responding member assists a requesting member. The period commences when resources depart from a responding member's facility and ends when the resources return to the responding member's facility (portal to portal). All protections identified in the Agreement apply during this period. The specified period of assistance may occur during response to or recovery from an emergency.

H. National Incident Management System (NIMS)- A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
ARTICLE III.
ADMINISTRATION
This Agreement shall be administered pursuant to the terms and conditions of this Agreement and any bylaws that have been duly adopted by the members.

ARTICLE IV.
REQUESTS FOR ASSISTANCE
A. Member Contacts: Upon execution of this Agreement, members shall identify an authorized official and alternates, provide contact information including 24-hour access, and maintain resource information made available by the member for mutual aid and assistance response.

B. Requests for Assistance: In the event of an emergency, a member's authorized official may request assistance from other participating members by submitting the request using the procedures set forth in the most current version of the CoWARN Operational Plan (Plan).

C. Response to a Request for Assistance: After a member receives a request for assistance, the authorized official of the responding member will evaluate whether resources are available to respond to the request for assistance. If a responding member is willing and able to provide assistance, the response shall be conducted in accordance with the Plan.

ARTICLE V.
RESPONDING TO REQUESTS FOR ASSISTANCE
A. Discretion of Responding Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a member receives a request for assistance, the authorized official of a member shall have absolute discretion for the purposes of this Agreement as to the availability and use of its organization's resources.

B. Right to Withdraw: The responding member's authorized official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the requesting member's authorized official as soon as practicable.

C. National Incident Management System (NIMS): When providing assistance under this Agreement, the requesting member and responding member shall be organized and shall function under NIMS.

D. Control: The resources of the responding member shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the responding member and shall be returned to the responding member immediately upon request. Representatives of the requesting member shall suggest work assignments and schedules for the personnel of the responding member; however, the designated supervisory personnel of the responding member shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the responding member. The designated supervisory personnel of the responding member shall maintain daily personnel time records and a log of equipment hours, be responsible for the operation and maintenance of the equipment furnished by the responding member, and report work progress to the requesting member.

E. Food and Shelter: The requesting member shall supply reasonable food and shelter for responding member personnel during the period of assistance. If the requesting member fails to provide food and shelter for responding member personnel, the responding member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The requesting member remains responsible for reimbursing the responding member for all costs associated with providing food and shelter. The rates of reimbursement to the responding member for such resources shall not exceed
the state per diem rates for that area.

F. **Safety:** All personnel shall comply with established rules of their own member and all Federal, State and Local regulations. Additional safety rules may be established by mutual agreement of the requesting member and responding member as conditions require as long as they do not decrease the margin of safety. Any special safety requirements will be communicated to all personnel by the requesting member. This includes, but is not limited to, potential exposures due to the presence of chemicals, or other hazardous elements in the work environment. Members will establish minimum safety rules for all personnel performing work and will be responsible for ensuring compliance of these rules by their respective personnel.

G. **Communication:** The requesting member shall provide responding member personnel with applicable communication equipment and contact information as available, in order to facilitate communications with local responders and utility personnel.

H. **Status:** Unless otherwise provided by law, the responding member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

I. **Licenses, Certifications and Permits:** To the extent permitted by law, responding member personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified period of assistance.

J. **Laws and Regulations:** Members shall be responsible for compliance with all Federal, State and Local laws and regulations related to the work they perform for the emergency and work associated therewith under this Agreement.

### ARTICLE VI. COST REIMBURSEMENT

The requesting member shall reimburse the responding member for each of the following categories of costs incurred while providing aid and assistance during the specified period of assistance. This does not preclude members from mutually agreeing, in writing, to an alternative reimbursement.

A. **Personnel:** Responding member personnel are to be paid for work completed during a specified period of assistance according to the terms provided in their employment contracts or other conditions of employment. The responding member designated supervisor(s) must keep accurate records of work performed by personnel during the specified period of assistance. Requesting member reimbursement to the responding member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

B. **Equipment:** The responding member shall be reimbursed for the use of its equipment during the period of assistance according to the Schedule of Equipment Rates established and published by the Federal Emergency Management Agency (FEMA). Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on recovery of actual costs incurred.

C. **Materials and Supplies:** The requesting member must reimburse the responding member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The responding member must not charge direct fees or rental charges to the requesting member for other supplies and reusable items that are returned to the responding member in a clean, damage-free condition. Reusable supplies that are returned to the responding member with damage must be treated as
expendable supplies for purposes of cost reimbursement.

D. Payment Period: The responding member must provide an itemized bill to the requesting member for all expenses it incurred as a result of providing assistance under this Agreement. The responding member must send the itemized bill no later than ninety (90) days following the end of the period of assistance. The requesting member must pay the bill in full on or before the sixtieth (60th) day following the billing date. Unpaid bills become delinquent on the sixty-first (61st) day following the billing date, and once delinquent, the bill accrues interest at the bank prime loan rate, as reported in the Federal Reserve Statistical Release H.15, for the date the request is made, plus two percent (2%) per annum, computed on an actual days/actual days basis.

ARTICLE VII.
INDEPENDENT CONTRACTOR, LIABILITY, INSURANCE, AND IMMUNITY

The responding member shall be an independent contractor of the requesting member and wages, hours and other terms and conditions of employment of the responding member shall be applicable. The responding member shall procure and maintain in full force and effect at all times, unemployment insurance and workers' compensation insurance in accordance with the statutes of its respective home state, and wherever such benefits can be claimed. Notwithstanding Articles V, VI, and VII, each member shall bear the risk of its own actions, as it does with its day to day operations.

If the responding member is a "Public Entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the responding member shall at all times during the term of this agreement maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the requesting member, the responding member shall show proof of such insurance satisfactory to requesting member.

If the responding member is not a Public Entity, such responding member shall be subject to the minimum required insurance amounts in Exhibit A. Nothing contained herein will constitute a waiver by any member of the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

ARTICLE VIII.
SIGNATORIES

In the event of a claim, demand, action, or proceeding of whatever kind or nature arising out of a specified period of assistance, those requesting and responding members who receive and provide assistance shall be totally responsible for any liability, damages, or costs. Those members whose involvement in the subject transaction or occurrence is limited to execution of this Agreement and the receipt of a request for assistance shall have no liability or responsibility whatsoever for any such claim, action, demand, or other proceeding.

ARTICLE IX.
EFFECTIVE DATE AND TERM

This Agreement shall be effective after the member executes the Agreement and the applicable Regional Committee Chairperson, Steering Committee member, or Statewide Committee member receives the Agreement. This Agreement shall continue in force and remain binding on each and every member until December 31st of 2035. This Agreement may be renewed for a period of twenty years upon the signature of those members who wish to participate. Any member may terminate its participation in this Agreement pursuant to Article X.

ARTICLE X.
WITHDRAWAL

A member may withdraw from CoWARN by providing written notice of its intent to withdraw to the Regional Committee Chairperson, Steering Committee member, or Statewide Committee member. Withdrawal takes
effect upon receipt of the notice. Withdrawal of participation in CoWARN by a member shall not affect the continued operation of this Agreement between and among the remaining members.

ARTICLE XI.
MODIFICATION
No provision of this Agreement may be modified, altered, or rescinded by individual members. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of members within each region and a unanimous agreement among the regions. All members will be notified of approved modifications to this Agreement. Approved modifications take effect sixty (60) days after the date upon which members are notified.

ARTICLE XII.
PRIOR AGREEMENTS
This Agreement supersedes all prior agreements between members regarding mutual aid and assistance under CoWARN to the extent that such prior agreements are inconsistent with this Agreement.

ARTICLE XIII.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/ DUTIES
This Agreement is for the sole benefit of the members, and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and/or Wastewater Utility listed here manifests its intent to be a member of CoWARN by executing this Agreement on this_______day of___________________ 20____.

Water/Wastewater Utility: ____________________________

By: ____________________________

Title: ____________________________

Authorized Officials:

Name: ____________________________ Phone: ____________________________

Name: ____________________________ Phone: ____________________________

Name: ____________________________ Phone: ____________________________

Name: ____________________________ Phone: ____________________________

Name: ____________________________ Phone: ____________________________

24-hour Contact: ____________________________ Phone: ____________________________
Colorado's Water/Wastewater Agency Response Network
( CoWARN) Mutual Aid and Assistance Agreement

Exhibit A
MINIMUM INSURANCE REQUIREMENTS FOR NON PUBLIC ENTITY MEMBERS

Non Public Entity Responding and Requesting Members shall procure and maintain in full force and effect at all times (during the “Period of Assistance” or “Emergency”) the following insurance coverage’s, with insurance companies qualified to do business in the State of Colorado:

1. Unemployment insurance and workers’ compensation insurance in accordance with the statutes of its respective home state,

2. Commercial general liability insurance, and automobile liability insurance for owned, hired and non-owned vehicles. Each policy shall insure against claims for bodily injury (including death) and property damage. Each policy shall have a limit of not less than $1,000,000 per occurrence. Non Public Entity Member shall have the right to meet the primary insurance requirements of section (2), through its own self-insurance, provided the Non Public Entity Member is authorized to provide such self-insurance in its home state.

3. In addition, each Non Public Entity Member shall carry umbrella coverage that “follows form” and extends over the insurance policies within (2) above, of not less than $1 million.
COUNCIL COMMUNICATION

Meeting Date: November 2, 2015
Agenda Item: 11ai
Subject: Adoption of Official Corporate City Seal

Initiated By:
City Clerk's Office

Staff Source:
Shelley Becker, Director of Finance and Administrative Services
Loucrishia A. Ellis, City Clerk

PREVIOUS COUNCIL ACTION

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

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

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

RECOMMENDED ACTION

The City Clerk’s Office recommends City Council adopt, by ordinance, a new Official Corporate City Seal, by adding the recently approved Logo.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

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

FINANCIAL IMPACT

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

LIST OF ATTACHMENTS

Proposed Official Corporate City Seal
Proposed bill for an ordinance
BY AUTHORITY

ORDINANCE NO. 57
SERIES OF 2015
INTRODUCED BY COUNCIL MEMBER

A BILL FOR

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

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

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

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

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

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

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

A City Mark, or logo, is hereby established as a graphic representation of the history and character of the City. "Englewood" means "wooded place" and depicts an oasis of trees. It is, therefore, appropriate that the City's mark be a representation of a tree within a circle of green in accordance with the following:

A tree grows and blooms with branches and leaves. In much the same manner a city branches out with streets and blooms with industry and homes. The circle represents order and protection. Just as a city is never perfect or complete, an imperfect and incomplete "E" is contained in the mark. The color green confirms life.

A manual of graphic standards, which incorporates the mark and typical applications thereof, is to be maintained in the official files of the office of the City Clerk.

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

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

Section 3. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 4. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

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

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

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

__________________________
Randy P. Penn, Mayor

ATTEST:

__________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 2nd day of November, 2015.

__________________________
Loucrishia A. Ellis
COUNCIL COMMUNICATION

Meeting Date: November 2, 2015
Agenda Item: 11 bi
Subject: Recommendation to approve a bill for an ordinance related to Hotel and Motel Licensing - 2nd Reading

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

PREVIOUS COUNCIL ACTION

N/A

RECOMMENDED ACTION

The Police Department recommends that City Council adopt, on second reading, a Bill for an Ordinance which would add a new section (5-30) to the Englewood Municipal Code 2000 pertaining to Hotel and Motel Services – Licensing.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This ordinance would require any person or entity providing hotel or motel services to obtain a license in order to provide these services in Englewood.

There are conditions which pertain to the transfer of a license, as well as changes involving an owner, officer, director, etc.

A Pest Control Certification will need to be submitted with the license application.

The Fire Marshal and Building Division will be required to inspect the hotel/motel prior to the issuance or renewal of a license. The licensee will need to be in compliance with all Englewood codes prior to the issuance of a license or renewal.

FINANCIAL IMPACT

No significant financial impact is anticipated.

LIST OF ATTACHMENTS

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

WHEREAS, the Englewood City Council desires to address current problems and issues with motels in Englewood; and

WHEREAS, under 31-15-501 of the Colorado Revised Statues, a municipality is given the power to regulate businesses; and

WHEREAS, the Englewood Municipal Code does not currently license or regulate hotels or motels; and

WHEREAS, the Englewood City Council desires to improve the business and residential quality of life in the City; and

WHEREAS, the City requires hotels and motels to operate in accordance with applicable municipal laws and state statutes; and

WHEREAS, the licensing of hotels and motels will provide an inspection process to protect the public health, safety and welfare from unsanitary conditions; and

WHEREAS, the City of Englewood requires a pest certification related to the control and eradication of vermin within the individual rooms and complex to protect the public health, safety and welfare; and

WHEREAS, the annual inspections related to fire and building code compliance are designed to protect the public and first responders; and

WHEREAS, the definition of hotel / motel is specifically chosen to avoid a change in tax policy; and

WHEREAS, this Ordinance is not addressing short term rentals, such as Airbnb, which are currently being studied by the Planning and Zoning Commission and will be addressed by a future ordinance; and

WHEREAS, this Ordinance is not addressing the recent U.S. Supreme Court decision in Los Angeles vs. Patel regarding the inspection of hotel registers by law enforcement which will be addressed in a future ordinance; and

WHEREAS, this Ordinance is not addressing the use and provision of vouchers by non-profit and for-profit groups to provide temporary housing to persons who find themselves suddenly without shelter which will be addressed in a future ordinance; and
WHEREAS, the City Manager will bring forth a Resolution establishing a fee to recover the actual costs of administering the program, principally the recovery of cost of inspections.

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

Section 1. The City Council of the City of Englewood, Colorado, hereby amends Title 5, of the Englewood Municipal Code 2000, with the addition of a new Chapter 30 to read as follows:

5-30: HOTEL AND MOTEL SERVICES

5-30-1: Definitions.

For the purpose of this chapter the following definitions apply:

Hotel/Motel: An establishment, making rooms available to the public, where the period of lodging for which such rental fee, price or other consideration is paid or received shall be less than (30) days.

Pest Control Certification: Shall mean an annual certification, issued within thirty (30) days of submission of the Application from a fully licensed pest control company that the proposed premises is free of insect and/or pest infestation.

5-30-2: License Required.

It shall be unlawful for any person or entity to offer or provide hotel or motel services in the City of Englewood without having first obtained a license.

5-30-3: Application for License.

Hotel and Motel licenses shall be issued in accordance with Chapter 1 of this Title.

5-30-4: Special Conditions and Restrictions of the License.

In addition to the requirements of Chapter 1 of this Title, the following special conditions and restrictions apply:

A. Hotel or Motel licenses may not be transferred to another person or location other than that listed in the license application.

B. Any change of owner, officer, director, or holder of more than ten percent of the shares of stock of a corporate license holder or partner of a partnership, requires a written amendment to the original application for the issuance of a hotel or motel license. The amendment shall be submitted to the Licensing Officer within thirty (30) days of the change of ownership.

A change of ownership amendment is not required if the licensed hotel or motel is owned directly or beneficially by a person that as an issuer has a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934 (the "Act") or is an issuer of securities which is required to file reports with the Securities and Exchange Commission pursuant to Section 15(d) of the Act, provided that such person files with the Commissioner
such information, documents and reports as are required by the provisions of the Act to be filed by such issuer with the Securities and Exchange Commission. The issuer shall file with the Licensing Officer information on officers and directors of such issuer of any licensed or intermediate subsidiary as is otherwise required of officers and directors of corporate hotel or motel.

C. Pest Control. Pest Control Certification must be submitted with the license application and annually thereafter.

D. The Fire Marshal and Chief Building Code Official shall inspect the hotel/motel prior to issuance or renewal of a license. A license or renewal shall not be issued until the hotel/motel is in compliance with all provisions of the Englewood Municipal Code and associated fire and building codes adopted by the City.

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

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

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

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

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

Introduced, read in full, and passed on first reading on the 19th day of October 2015.

Published as a Bill for an Ordinance in the City’s official newspaper on the 22nd day of October, 2015.
Published as a Bill for an Ordinance on the City’s official website beginning on the 21st day of October, 2015 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of November, 2015.

Published by title in the City’s official newspaper as Ordinance No. ___, Series of 2015, on the 5th day of November, 2015.

Published by title on the City’s official website beginning on the 4th day of November, 2015 for thirty (30) days.

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

__________________________
Randy P. Penn, Mayor

ATTEST:

__________________________
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2015.

__________________________
Loucrishia A. Ellis
COUNCIL COMMUNICATION

Meeting Date: November 2, 2015
Agenda Item: 11ci
Subject: Resolution Adopting the Englewood Walk and Wheel Master Plan and Program

Initiated By: Community Development
Staff Source: John Voboril, Planner II

PREVIOUS COUNCIL ACTION

City Council approved a consultant contract by motion with OV Consulting on September 15, 2014. City Council study sessions were held on February 25, April 13, June 1, and September 14, 2015, to provide updates on project progress.

City Council held a public hearing on the Englewood Walk and Wheel Master Plan and Program at the October 19, 2015, regular City Council meeting.

RECOMMENDED ACTION


BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Englewood Walk and Wheel Master Plan and Program was funded through the Kaiser Permanente Walk and Wheel Grant program. The City of Englewood received $99,999 for the Englewood Walk and Wheel Master Plan and Program, with no City match required.

Meeting Event Dates

Project consultant OV Consulting held three sets of meeting events for stakeholders and the general public in conjunction with the larger Englewood Forward planning process on November 12, 2014, February 11, 2015, and June 20, 2015. The June 20 meeting was advertised as the Englewood Walk and Wheel Fest, and featured temporarily installed demonstration projects of bicycle and pedestrian improvements.

Planning Process Scope of Work

The Walk and Wheel project kicked off in September of 2014 with an initial meeting with the Kaiser Permanente Technical Assistance Team, as well as the development of a
community engagement plan in conjunction with the related Englewood Forward planning projects. These first steps were followed quickly with the gathering of bicycle and pedestrian counts at key locations. The counts provided a base line of current activity that will be used to measure increases in walking and bicycling in the future.

The consultant team worked on two major project tasks during the early months of 2015: the Economics of Walking and Wheeling task, and the Documentation of the State of Walking and Wheeling in Englewood task. Economic, health, transportation, and environmental benefits were quantified based on three level of investment scenarios. The consultant team conducted a demand analysis by mapping where people live, work, and learn, and also developed a level of stress assessment for the Englewood street network which identified street segments where bicyclists and pedestrians feel least comfortable due to conflicts with and close proximity to fast moving automobile traffic.

The consultant team also conducted study sessions with City Council and the Englewood Transportation Advisory Committee to educate members on the findings of the project and gather input on the preliminary network vision. These meetings laid the ground work for the Englewood Walk and Wheel Fest community event that was celebrated on June 20.

Walk and Wheel Recommendations

Walk and Wheel Network

The Englewood Walk and Wheel Master Plan and Program lays out a long term vision for the City's Walk and Wheel Network in a series of maps for each quadrant of the City. The network includes on-street bicycle routes, off-street trails, and enhanced pedestrian routes.

Quick Win Projects

In order to support the City Manager in his call for quick win projects that can be implemented immediately for relatively low costs, a number of quick win projects have been identified:

- Dartmouth Avenue: Shared bicycle/parking lane striping
- Clarkson Street: Sharrows
- Oxford Avenue: Bicycle Lane Markings/Sharrows
- Sherman Street: Sharrows
- Little Dry Creek Trail: Improved wayfinding signage
- Pedestrian Wayfinding Signage from Englewood Station to Medical District
- Little Dry Creek Trail Enhancement at Englewood Marketplace (addition to Quick Win project list per the request of Mayor Penn)

Transformative Projects
The following projects have been identified that would make the most difference in transforming the walking and wheeling environment in Englewood, and should be implemented as second wave projects:

- Floyd Avenue Bicycle Lanes – Sherman to Inca
- Oxford Avenue One Way Pair Cycle Track – Navajo to Broadway
- Sherman Street Bicycle Boulevard
- Rail Trail
- Broadway Mid-Block Pedestrian Crossings – Paseos and Gothic Theatre
- Broadway Enhanced Pedestrian Crossings – Englewood Parkway and Floyd Avenue

Conformance with Comprehensive Plan

The Englewood Walk and Wheel Master Plan and Program is consistent with the vision, goals, and objectives found in Roadmap Englewood: The 2003 Englewood Comprehensive Plan, and Englewood Forward: The 2016 Englewood Comprehensive Plan Update.

FINANCIAL IMPACT

The adoption of the Englewood Walk and Wheel Master Plan and Program will not directly obligate City Council to fund recommended improvements identified in the plan. Staff will continue to work with consultants to put together 100% design drawings and construction budgets for the quick win projects, which will be brought forward to Council for authorization.

LIST OF ATTACHMENTS

Englewood Walk and Wheel Master Plan and Program
Planning and Zoning Commission Findings of Fact
Planning and Zoning Commission September 9, 2015 Public Hearing Minutes
Resolution
RESOLUTION NO. ———
SERIES OF 2015


WHEREAS, the Englewood Walk and Wheel project started in September of 2014 with a meeting with Kaiser Permanente Technical Assistance Team, as well as the development of the community engagement plan in conjunction with the related Englewood Forward planning projects; and

WHEREAS, the Englewood Walk and Wheel Master Plan and Program was funded by the Kaiser Permanente Walk and Wheel Grant program with Englewood being awarded with a $99,999 for the Englewood Walk and Wheel Master Plan and Program; and

WHEREAS, the Englewood City Council approved a consultant contract with OV Consulting by the passage of a Motion on September 15, 2014; and

WHEREAS, the Englewood Walk and Wheel Master Plan and Program lays out a long term vision for the City’s Walk and Wheel Network that includes on-street bicycle routes, off-street trails, and enhanced pedestrian routes in a series of maps for each quadrant of the City; and

WHEREAS, the Englewood Walk and Wheel Master Plan and Program identifies lists of quick win and transformative projects; and

WHEREAS, a Public Hearing on this Plan was held by the Englewood City Council on October 19, 2015 as required.

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


Section 2. The City Council directs the City Manager to complete the quick win projects by December of 2016 and complete and create and implementation plan for the transformative projects by that same date.

ADOPTED AND APPROVED this 2nd day of November, 2015.

ATTEST: _______________________________________________________________________

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk
I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2015.

______________________________
Loucrishia A. Ellis, City Clerk
Englewood Walk & Wheel Master Plan

Final Draft

September 2, 2015
# Table of Contents

**Table of Contents**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Table of Contents</strong></td>
<td>i</td>
</tr>
<tr>
<td>A. <strong>Introduction</strong></td>
<td>A-1</td>
</tr>
<tr>
<td>B. <strong>State of Walking and Wheeling</strong></td>
<td>B-1</td>
</tr>
<tr>
<td>Plan and Study Review</td>
<td>B-1</td>
</tr>
<tr>
<td>Existing Infrastructure</td>
<td>B-4</td>
</tr>
<tr>
<td>Bicycle Demand Analysis (BDA)</td>
<td>B-8</td>
</tr>
<tr>
<td>Level of Traffic Stress Analysis</td>
<td>B-15</td>
</tr>
<tr>
<td>C. <strong>Community and Stakeholder Engagement</strong></td>
<td>C-1</td>
</tr>
<tr>
<td>Englewood Forward Branding and Communications</td>
<td>C-1</td>
</tr>
<tr>
<td>Public Meetings</td>
<td>C-2</td>
</tr>
<tr>
<td>Focused Outreach</td>
<td>C-5</td>
</tr>
<tr>
<td>Walk and Wheel Festival</td>
<td>C-5</td>
</tr>
<tr>
<td>D. <strong>Plan Recommendations</strong></td>
<td>D-1</td>
</tr>
<tr>
<td>Areas of Emphasis</td>
<td>D-1</td>
</tr>
<tr>
<td>Infrastructure Recommendations</td>
<td>D-5</td>
</tr>
<tr>
<td>Transformative Projects</td>
<td>D-7</td>
</tr>
<tr>
<td>Other Key Recommendations</td>
<td>D-7</td>
</tr>
<tr>
<td>Programmatic Recommendations</td>
<td>D-13</td>
</tr>
<tr>
<td>E. <strong>Implementation</strong></td>
<td>E-1</td>
</tr>
<tr>
<td>Quick Wins</td>
<td>E-1</td>
</tr>
<tr>
<td>Next Steps</td>
<td>E-5</td>
</tr>
<tr>
<td>F. <strong>Maintenance Considerations</strong></td>
<td>F-1</td>
</tr>
<tr>
<td>Importance of Proper Maintenance</td>
<td>F-1</td>
</tr>
<tr>
<td>Primary Maintenance Functions</td>
<td>F-1</td>
</tr>
<tr>
<td>Research Methodology</td>
<td>F-2</td>
</tr>
<tr>
<td>Research Findings</td>
<td>F-2</td>
</tr>
<tr>
<td>Case Studies – Why Other Communities are Successful</td>
<td>F-4</td>
</tr>
<tr>
<td>G. <strong>Potential Economic Benefits</strong></td>
<td>G-1</td>
</tr>
<tr>
<td>Quantified Benefit Calculation</td>
<td>G-2</td>
</tr>
<tr>
<td>Health Benefits</td>
<td>G-5</td>
</tr>
<tr>
<td>Environmental Benefits</td>
<td>G-6</td>
</tr>
<tr>
<td>Transportation Benefits</td>
<td>G-7</td>
</tr>
<tr>
<td>Total Benefits</td>
<td>G-8</td>
</tr>
</tbody>
</table>
List of Tables

Table B-1: Data Inputs Information _______________________ B-8
Table B-2: Methods for the Level of Traffic Stress Analysis _____ B-15
Table E-1: Programmatic Recommendations ____________________ D-14
Table F-1: Agency Staff Contacted Regarding Bicycle and Pedestrian Facility Maintenance _______________________________ F-2
Table F-2: Maintenance Policy and Funding Summary by Agency Interviewed ______________________________________ F-3
Table G-1: General Characteristics Comparison of Selected Peer Cities ___________________________________________ G-3
Table G-2: Estimated Future Walk and bike Mode Split _________ G-4
Table G-3: Annual Health Benefits ___________________________ G-6
Table G-4: Annual Environmental Benefits _____________________ G-7
Table G-5: Annual Transportation Benefits _____________________ G-8
Table G-6: Total Annual Benefits _____________________________ G-8

List of Figures

Figure A-1: Planning Process _____________________________ A-1
Figure B-1: Map of Current Bicycle Paths/Trails and On-Street Routes _______________________________________________ B-4
Figure B-2: Bicycle Parking Locations in the City Center, Broadway Corridor, and the Hospital District ________________ B-5
Figure B-3: Bicycle Parking Locations Near the Oxford LRT Station and the Recreation Center ______________________ B-5
Figure B-4: Pedestrian and Bicycle Counts Total _____________ B-6
Figure B-5: Average Number of Bicycle and Pedestrian Counts Per Hour Over All Count Locations________________________________ B-6
Figure B-6: Total Bicycle and Pedestrian Volumes at Each Count Location ___________________________________________ B-7
Figure B-7: Pedestrian and Bicycle Split _____________________ B-7
Figure B-8: Bicycle Intersection Preferences _________________ B-7
Figure B-9: Where People Live Census 2010 Block Level Population Density _____________________________ B-9
Figure B-10: Where People Work - Trip Ends for People of Englewood Regardless of Residency __________________ B-10
Figure B-11: Where People Learn - K-12, Community College and University Enrollment ___________________________ B-11
Figure B-12: Where People Shop and Play ____________________ B-12
Figure B-13: Where People Access Transit ____________________ B-13
Figure B-14: Composite Demand _____________________________ B-14
Figure B-15: Level of Traffic Stress _________________________ B-16
Figure B-16: Level of Traffic Stress - Connectivity Analysis____ B-17
Figure D-1: Infrastructure Recommendations for Pedestrians and Bicycles for Englewood _____________________________ D-6
Figure E-1: Quick Wins __________________________________ E-2
Figure G-1: Economic Benefits of Bikeways _________________ G-1
Figure G-2: Health and Safety Benefits of Bikeways __________ G-2
A. Introduction

The City of Englewood embarked on three simultaneous studies in 2014-2015 that directly address the City’s transportation network, options for improved multi-modal connectivity and increasing community awareness of biking and walking as a transportation alternative:

- Englewood Comprehensive Plan Update
- Englewood Light Rail Corridor Next Steps Study
- Englewood Walk and Wheel Master Plan and Program

These studies were collaborative in nature and were collectively termed Englewood Forward. Stakeholder and public input was essential to understanding Englewood today, developing a vision of Englewood tomorrow and identifying the recommendations to move Englewood toward that vision.

The Walk and Wheel Master Plan was funded by a grant from Kaiser Permanente and kicked off in September 2014. The plan’s purpose was to evaluate the City’s current walking and bicycling conditions and activity, as well as to develop recommendations for bicycle and pedestrian infrastructure and programs that improve safety, increase connectivity and transportation options, and encourage greater walking and biking among Englewood residents.

The Walk and Wheel Master Plan builds on the previous Bicycle Master Plan completed in 2004 and the Community-Wide Bicycle Route Signage Program implemented in 2012. The planning process, illustrated in Figure A-1, included extensive stakeholder and community engagement throughout the project. Recommendations for the plan were developed through the evaluation of existing conditions data and field assessment, bicycling and walking demand analysis, public input and network connectivity evaluation. The Plan identifies Englewood’s top priority “transformative” projects to the bicycle and pedestrian network, highlights “quick wins” for implementation to begin to enable broader biking and walking and proposes ideas for encouragement and education programming that increase visibility and awareness of these active transportation options.

Figure A-1: Planning Process
Today Englewood has great high capacity transit access with corridor bus service north-south along Broadway and two light rail stations (Oxford Station and Englewood Station at CityCenter Englewood). The City’s street grid creates a strong base for local connectivity and connects employment, shopping, and higher density residential uses that lie within the city core. Trail connections within the City link residents with recreational opportunities. Englewood offers a range of housing options with a strong base of traditional single-family neighborhoods, supported by an improving school system both in terms of programming and facilities. However, Englewood is missing a comprehensive strategy to enable pedestrian and bicycle mobility as an alternative to automobile travel throughout the community. The city lacks dedicated on-street facilities for bicycling and defined pedestrian corridors with enhanced pedestrian facilities and crossings that make walking and biking comfortable, viable options for the majority of residents and visitors. Also of interest is the current and future makeup of Englewood in terms of population and demographic trends. The City has a large population of seniors and is becoming increasingly attractive to the Millennial age group due to its proximity to Denver and lower relative housing costs. Several factors around these demographic groups strongly support the growth of a bike and pedestrian environment in Englewood:

- There has been a significant increase in bicycle use among seniors age 65 plus since 1995
- Baby boomers are looking for alternatives to the car and seeking options to “age in place”
- Millennials exhibit a preference for urban environments that have walkable places, and they are willing to pay a premium and reduce living space to be able to walk to shops and amenities
- 26% of Millennials do not have a driver’s license
- 45% of Millennials report making a conscious effort to replace driving with alternative forms of transportation

Through this study, the City of Englewood is looking to improve community awareness and increase the visibility of bicycle and pedestrian transportation options through the identification and implementation of enhanced bike and pedestrian facilities. The city also hopes to create a community environment that embraces active transportation, attracts new residents and creates a strong vibrant economic base for the City.
B. State of Walking and Wheeling

The state of Walking and Wheeling in Englewood today was assessed through the review of previous planning documentation, an inventory of bike and pedestrian infrastructure, targeted counts of walking and biking activity and an assessment of demand. Today's conditions present many challenges to bike and pedestrian mobility and identify potential opportunities for improved connections and facilities.

Plan and Study Review

The following City of Englewood Plans and Studies were reviewed for bicycle and pedestrian goals and recommendations.

- Roadmap Englewood: The 2003 Englewood Comprehensive Plan
- Englewood South Broadway Plan
- Englewood Complete Streets Toolbox (2011)
- Englewood Master Bicycle Plan Route Development Study and Implementation Program
- Englewood Downtown and Medical District Small Area Plan
- Englewood Light Rail Corridor Plan
- Englewood Parks and Recreation Master Plan

These documents identify goals and related actions that informed the Plan process and served as a base for overall direction of the Plan. Relevant goals are listed.

ROADMAP ENGLEWOOD: THE 2003 ENGLEWOOD COMPREHENSIVE PLAN

Goal 1: Enhance both the mobility and the accessibility of the transportation system.
Obj. 1-7: Improve directional signage for automobile traffic, pedestrians, and bicyclists.

Goal 2: Improve environmental qualities adversely impacted by automobiles for both local residents and visitors to the community, while also accommodating commuters.
Obj. 2-4: Support educational efforts to increase awareness of automobile traffic, pedestrian, and bicyclist safety issues.

Goal 3: Recognize and enhance the relationships between land use and the transportation system.
Obj. 3-2: Encourage higher-density, pedestrian-oriented, mixed-use development along primary mass transit routes.

Goal 4: Promote a quality of life transportation philosophy that seeks to create an environmentally attractive, pedestrian-friendly community.
Obj. 4-1: Create continuous transit and non-motorized connections between CityCenter and downtown Englewood, as well as the surrounding residential and business community.
Obj. 4-2: Improve bicycle facilities and infrastructure in strategic locations throughout the city.
Obj. 4-3: Design safe, attractive, high-volume pedestrian routes connecting public places that encourage the attention and presence of people at all hours of the day and night.
ENGLEWOOD DOWNTOWN AND MEDICAL DISTRICT SMALL AREA PLAN

Urban Design and Amenities Goals

Goal 1: Enhance the Downtown and Medical Center urban streetscape.
Obj. 1-1: Develop wider, safer, handicapped-accessible sidewalks, pedestrian paths, and pedestrian crossings throughout the area, and especially near hospitals and senior facilities.
Obj. 1-5: Enhance streetscapes with urban design features including benches, lighting, planters, banners, street furniture, and bicycle racks.

Goal 2: Increase park, open space, and trail capacities and service levels, both within Downtown and the Medical Center and beyond.
Obj. 2-1: Create pedestrian-friendly, tree-lined streets and pedestrian paths.
Obj. 2-4: Develop and enhanced pedestrian-bicycle route and trail system connecting neighborhood parks, residential neighborhoods, and commercial areas.

Downtown Sub Area Goals

Downtown Sub Area 2 Goal: Extend the historical Broadway main street character into Sub-area 2.
Obj. 2-2: Enhance area with streetscape improvements and attractive store fronts in order to restore a pedestrian-oriented, main street character.

Downtown Sub Area 3 Goal: Transform the suburban, auto-oriented character of sub-area 3 to a more pedestrian-oriented character, with a stronger business mix.
Obj. 3-4: Explore new street configurations that create a safer and more pleasant pedestrian experience.

ENGLEWOOD SOUTH BROADWAY

Strategies supporting multiple modes of transportation:

1. Support pedestrian-friendly developments with mixed land use of sufficient scale to support neighborhoods and businesses. Reduce vehicle miles traveled (VMT) thus reducing congestion, and indirectly improving air and water quality. Create area on Broadway where people could choose to live without owning a personal vehicle based on excellent access to public transit employment, shopping and recreation. Recognize and enhance the relationships between land use and the transportation system.

   1.1 Encourage and support mixed use projects with residential, office and retailing components.
   1.2 Enhance pedestrian and bicycle amenities and links to light rail stations, bus stops, shopping and employment centers.
   1.3 Enhance the accessibility of the transportation system.
   1.4 Support and develop a balanced, multi-modal transportation system that includes rapid transit, regional bus service, bike and pedestrian facilities, and improvements to the existing roadway systems.

   1.5 Provide safe and direct crosswalk movements along Broadway.
Additional plans served as a base for evaluating the bike and pedestrian network, and identifying future on and off-street bike facilities by location and type. The City’s Parks and Recreation Master Plan identifies primary connections and an expansive off-street trail network that fundamentally supports future on-street bike and pedestrian improvements. The Bicycle Plan Route Development Study and Implementation Program resulted in a signed network of bike routes that are the base network in the City today. The Light Rail Corridor Plan identified key projects for enhanced bike facilities and connections that were further studied in the Next Steps Study. The City’s Complete Street Toolbox also informs facility types and pedestrian facility recommendations within the city.
Existing Infrastructure

The City of Englewood’s bicycle transportation network today is made up of locally signed bicycle routes and regionally signed bicycle routes connecting Englewood to Denver, Littleton, Cherry Hills and Sheridan. The off-street facilities consist primarily of bike and pedestrian paths through city parks and Mary Carter Greenway, and link Englewood to the broader trail network in Denver and Littleton. There are currently 91 miles of bicycle paths/trails and 42.6 miles of on-street bicycle routes as shown Figure B-1.

Englewood’s street grid is uniform throughout the core of the city with some variances in street pattern to the west and south, at the edges with Littleton. This street configuration is the base of a uniform pedestrian network with the majority of local or neighborhood streets containing 3’ sidewalks along both sides of the street. The city is bisected by Broadway north-south and Hampden Ave. east-west. These busy arterials are barriers to easy bike and pedestrian movement between sections of the city and between residential uses and retail/commercial development. Traffic signals along Broadway and Hampden provide crossings but high traffic volumes, driveway access and turning movements along the length of these arterials make for an uncomfortable walking and biking environment through the core of the city, and inhibit connectivity between destinations.
**Bicycle Parking**

Today, the City of Englewood has over 45 bicycle parking racks in place within the community. The majority of these facilities are located in high activity, high volume areas and include the Broadway corridor from Yale Avenue south to Hamden Blvd., the Hospital District and the Oxford and Civic Center LRT stations. The innovatory of bicycle parking performed as part of the Walk and Wheel Study identified current locations as illustrated in Figures B-2 and B-3. Additionally, several bikes were observed in the northwest area of the Hospital District locked to signposts or trees, and are indicated on the maps in black. RTD bike lockers are available at the Civic Center station for rental through RTD, but community concerns over capacity of these lockers and availability indicate a need for a different bike parking solution at this station.

![Bicycle Parking](image1.png)

**Figure B-2: Bicycle Parking Locations in the City Center, Broadway Corridor, and the Hospital District**

![Bicycle Parking](image2.png)

**Figure B-3: Bicycle Parking Locations Near the Oxford LRT Station and the Recreation Center**
Pedestrian and Bicycle Counts
Counts of pedestrian and bicycle activity were performed at eleven locations around the City from 7-10 am, 11am-1pm, and 4-6pm to determine the current level of pedestrian and bicycle activity. The counts were performed in late October and early November 2014 during periods of nice weather. The locations were:

- Dartmouth at Broadway
- Floyd at Broadway
- Oxford at Broadway
- Oxford at Navajo
- Clarkson at Old Hampden
- Inca at US 285
- Inca at Englewood Parkway
- Elati at US 285
- Sherman/Little Dry Creek Trail/
- Sherman at US 285
- Belleview at Delaware
Figure B-6: Total Bicycle and Pedestrian Volumes at Each Count Location

Figure B-7: Pedestrian and Bicycle Split

Figure B-8: Bicycle Intersection Preferences
Bicycle Travel Demand and Level of Traffic Stress

The Bicycle Suitability Index (BSI) model utilizes existing infrastructure (in a Geographic Information System (GIS) form) to develop composite demand-side (where resident trips would typically originate from and travel to) and supply-side (what physical infrastructure exists) models of Englewood. Objective tools such as this are utilized during the planning process to complement the more subjective input received during public input sessions and project team network evaluation exercises, as both are critical components to developing a well-rounded data and input-driven plan.

Following is a description of the methods and results of Bicycle Demand Analysis (demand side) and the Bicycle Level of Traffic Stress Analysis (supply side). The analytical methods within provide an objective, data-driven process of identifying network gaps as potential projects and identifying areas of high existing or potential bicycle and pedestrian activity. The resulting Supply and Demand Typologies Model presents an array of potential bicycle and improvement opportunities for Englewood.

Data Sources

The following data inputs were incorporated into the analysis. The table below displays variables, its sources, and notes on limitations of available data and assumptions made.

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<tr>
<th>Model Input</th>
<th>Source</th>
<th>Notes</th>
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</thead>
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<tr>
<td>School Enrollment</td>
<td>Englewood School</td>
<td>Various school web pages and discussions</td>
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<td></td>
<td>District</td>
<td>with school personnel.</td>
</tr>
<tr>
<td>Transit Service</td>
<td>RTD Boarding and</td>
<td>LRT rail activity was estimated</td>
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<td></td>
<td>Alighting Data</td>
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<tr>
<td>Traffic</td>
<td>Englewood</td>
<td>GIS data</td>
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<tr>
<td>Signal/Control</td>
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Bicycle Demand Analysis (BDA)

Models serve as an effective means to understand how factors in a complex system interact by providing a simplified version of the system for study. However, by definition, models are representations of reality and are constrained by the quality of available data and the complexity of the system under consideration. Throughout the modeling process, significant effort was made to collect the best data possible for input to the model and field verify data as necessary and possible.

BSI provides a general understanding of expected activity in the pedestrian environment by combining categories representative of where people live, work, play, access public transit and go to school into a composite sketch of demand.

General speaking, the scoring method is a function of density and proximity. Scores reflect relative impact on walking or bicycling to and from census block corners that are located adjacent to the features used in the analysis. As such, scores are represented as density patterns of points within a ¼ mile of each other. Subsequently, the scores are effectively a result of two complementing forces: distance decay – the effect of distance on spatial interactions yields lower scores for features over ¼ mile away from other features; and spatial density – the effect of closely
clustered features yields higher scores. Scores will increase in high feature density areas and if those features are close together. Scores will decrease in low feature density areas and if features are further apart. In essence, the score is the intersection of distance and density. Thus, on the maps shown below, the highest density/usage/activity locations (shown in red) do not represent specific physical facilities, but rather represent relative higher use zones as calculated above.

Categories are scored on a scale of 1 – 5 based on density and proximity and then assigned weighted multipliers to reflect the relative influence categories have on pedestrian and bicycle activity. The feature weighting method is discussed in the following section.

**Where people live** includes 2010 census block level population density information. These locations represent potential trip origin locations. More trips can be made in areas with higher population density if conditions are right. “Live” trip hot spots include areas in the residential western-most arm of town, the northern end of town along Floyd Street, and the larger areas east and west of Broadway south of Hampden.
**Where people work** mainly represents trip ends, for people working in Englewood regardless of residency. Its basis is 2010 total employment by census block. Depending on the type of job, this category can represent both trip attractors (i.e., retail stores or cafes) and trip generators (i.e., office parks and office buildings) in terms of base employment population. It is therefore also used in the “where people play” category by overlaying with specific job types, such as retail. Hot spots for the “work” analysis include the area’s shopping centers along Englewood Parkway/Girard Avenue and south across Hampden, the Swedish Medical Center hospital, and the newly redeveloped shopping center just east of University Boulevard. The Broadway corridor is represented by moderate employee density because employment is spread out along the corridor, rather than clustered in a commercial shopping center.
Where people learn represents where students K-12, at community college, or at university go to school. Its basis is enrollment data from the Englewood Public School District individual school websites and information provided by district staff. As shown on Figure B-11, Englewood Middle and High School Campus has the greatest concentration of students and associated activity. In the southern portion of town the proximity of four schools increases the relative intensity of activity. Higher order streets, like Broadway are likely to act as barriers and reduce actual observed activity.
Where people shop and play is a combination of varied land use types and destinations. Overlays such as retail destinations, regional trails and parks contribute to this category. Regional trails travelling through Englewood were considered as parks in this analysis due to their recreational draw. Specific trailhead connections and locations will be strongly considered in the network recommendations due to public emphasis on trail connection desirability. These destinations are important and have higher activity due to the shorter term nature of these visits (typical duration of these visits is less than one half a day) and because they are likely to attract a wide variety of people who are likely to visit multiple destinations in close proximity. “Play and shop” hotspots identified in this analysis include retail in the Englewood Plaza/Englewood Marketplace area, retail and entertainment along Broadway and shopping centers along Hampden Avenue, as well as parks like Bellevue Park and trails along the South Platte River.
Where people access transit is assessed by location of bus stops and light rail stops. Stops with greater observed activity were weighted more heavily utilizing boarding data from the Regional Transit District (RTD). Use data was not available for the light rail stations and so an activity estimate was made based on a portion of adjacent bus boarding volumes. It is important to understand that, because potential bicycle and pedestrian destinations consider adjacencies and density of destinations (in this case, locations such as bus stops), this analysis considers not only the relative use (boarding data) for each stop, but analyzes each stop’s proximity to other stops and other lines, creating hot spots based on both proximity and use. In this case, the Broadway/Civic Center core, light rail stations, and Hampden Avenue are identified as “hot spots.”
Composite Demand. Figure B-14 shows the potential composite demand analysis for Englewood, which was developed by overlaying the factor maps and applying standard weights to each factor. This analysis shows that the highest potential for bicycle travel demand is along the Broadway Corridor, Hampden Avenue/Englewood Parkway/Girard Avenue corridor, areas near the light rail stations and the cluster of schools in southeast Englewood. It is also important that future bicycle and pedestrian improvements consider connectivity between the hot spots shown on this composite map.
Level of Traffic Stress Analysis

The methods used for the Level of Traffic Stress Analysis were adapted from the 2012 Mineta Transportation Institute (MTI) Report 11-19: Low-Stress Bicycling and Network Connectivity. The approach outlined in the MTI report uses roadway network data, including posted speed limit, the number of travel lanes, and the presence and character of bicycle lanes, as a proxy for bicyclist comfort level. Road segments are classified into one of four levels of traffic stress (LTS) based on these factors. The lowest level of traffic stress, LTS 1, is assigned to roads that would be tolerable for most children to ride, and could also be applied to multi-use paths that are separated from motorized traffic (not shown in this analysis); LTS 2 roads are those that could be comfortably ridden by the mainstream adult population; LTS 3 is the level assigned to roads that would be acceptable to current “enthusied and confident” bicyclists; and LTS 4 is assigned to segments that are only acceptable to “strong and fearless” bicyclists, who will tolerate riding on roadways with higher motorized traffic volumes and speeds.

A bicycle network is likely to attract a large portion of the population if its fundamental attribute is low stress connectivity. In other words, a network should provide direct routes between origins and destinations that do not include links that exceed one’s tolerance for traffic stress. The BS1 is an objective, data-driven evaluation model which identifies high traffic stress links, bicycle network gaps and gaps between “low stress” links, and a score assessing the relative user comfort or level of stress a user may experience on each link is mapped. Each user is different and will tolerate different levels of stress in their journey so these maps should be used as a general guide rather than an absolute truth.

Table B-2: Methods for the Level of Traffic Stress Analysis

<table>
<thead>
<tr>
<th>Levels</th>
<th>Method</th>
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<tr>
<td>LTS 1</td>
<td>Presenting little traffic stress and demanding little attention from cyclists, and attractive enough for a relaxing bike ride. Suitable for almost all cyclists, including children trained to safely cross intersections. On links, cyclists are either physically separated from traffic, or are in an exclusive bicycling zone next to a slow traffic stream with no more than one lane per direction, or are on a shared road where they interact with only occasional motor vehicles (as opposed to a stream of traffic) with a low speed differential. Where cyclists ride alongside a parking lane, they have ample operating space outside the zone into which car doors are opened. Intersections are easy to approach and cross.</td>
</tr>
<tr>
<td>LTS 2</td>
<td>Presenting little traffic stress and therefore suitable to most adult cyclists but demanding more attention than might be expected from children. On links, cyclists are either physically separated from traffic, or are in an exclusive bicycling zone next to a well-confined traffic stream with adequate clearance from a parking lane, or are on a shared road where they interact with only occasional motor vehicles (as opposed to a stream of traffic) with a low speed differential. Where a bike lane lies between a through lane and a right-turn lane, it is configured to give cyclists unambiguous priority where cars cross the bike lane and to keep car speed in the right-turn lane comparable to bicycling speeds. Crossings are not difficult for most adults.</td>
</tr>
<tr>
<td>LTS 3</td>
<td>More traffic stress than LTS 2, yet markedly less than the stress of integrating with multilane traffic, and therefore welcome to many people currently riding bikes in American cities. Offering cyclists either an exclusive riding zone (lane) next to moderate-speed traffic or shared lanes on streets that are not multilane and have moderately low speed. Crossings may be longer or across higher-speed roads than allowed by LTS 2, but are still considered acceptably safe to most adult pedestrians.</td>
</tr>
<tr>
<td>LTS 4</td>
<td>A level of stress beyond LTS 3.</td>
</tr>
</tbody>
</table>

Source: Mineta Transportation Institute Report 11-19
Bicycle Level of Traffic Stress (LTS) Analysis Results

Segment Analysis

The results of the segment-based LTS are shown below. Much of the network consists of disconnected clusters of low-stress (LTS 1 to 2) streets, shown in green and yellow. Individually, these islands of low-stress streets are comfortable to ride for most adults, but they are isolated from one another by larger roads with higher traffic speeds that disrupt bicycle mobility. Higher order roadways like Hampden Avenue, Broadway, and Santa Fe act as barriers to bicyclists.
**Figure B-16: Level of Traffic Stress - Connectivity Analysis**

**Connectivity Analysis**

While major roadways act as barriers along the roadways and at unsignalized crossings, signals provide a connection for cyclists to move between low-stress neighborhood roadways. Outside of this central core, however, low-stress roads have been built without connectivity across major roadways, making travel between neighborhoods inaccessible to most adults. This display makes apparent the gaps in the bicycle network that could be targeted for improvements to create connected bicycling routes that are comfortable for the mainstream adult population. Along with improvements along high-stress corridors, safe crossing opportunities across those corridors will greatly increase bicycling mobility.
**Bicycle Suitability Index Conclusions**

BSI provided a picture of several phenomena:

1. Geographic variation in demand - potential activity levels at different Census block corners
2. Geographic variation in supply - the quality of the physical pedestrian and bicycle network

Variation in demand and supply are combined into the Composite BSI models. A list of possible bicycle and improvement options is summarized below.

- Areas with high demand for bicycling and high supply of suitable infrastructure can benefit from innovative programs and capital projects that further support bicycling, closure of key gaps, and should be considered showcase areas where best practices can be modeled for the region. These areas provide cost-effective opportunities for improvements and should be high priority for investment.

- Areas with high demand and low supply of suitable infrastructure can benefit from infrastructure improvements to improve bicycling conditions. These areas may require bicycle facilities or intersection improvements to accommodate high level of demand. They should also be high priority for investment.

- Areas with low demand for bicycling and high supply of suitable infrastructure can benefit from programs to encourage bicycling and land use changes or development to increase the density of attractors and generators. These areas should be medium priority for investment.

- Areas with low demand for bicycling and low supply of suitable infrastructure can benefit from basic infrastructure improvements. These areas should be low-priority for investments.

Overall the areas of highest demand for bicycling are centered on Broadway Corridor, Hampden Avenue/Englewood Parkway/Girard Avenue, areas near the light rail stations and the cluster of schools in southeast Englewood. Other areas of Englewood are characterized by more modest potential demand.

Most adult cyclists can circulate comfortably on local and minor collector roadways. Higher order roadways, with speeds exceeding 30 miles per hour, such as Hampden and Federal, typically act as barriers to bicycling when appropriate bicycle facilities are not provided. Bike lanes can decrease the level of traffic stress on several of Englewood’s roadways, but enhancing the facilities with bike lane buffers or vertical separation from traffic while also providing a continuous dedicated facility on higher speed or higher volume roadways will further enhance the bicycling experience for all users. Within Englewood, islands of connected facilities exist. Concentrating short term facility construction on gap closure between these islands can significantly increase bicycling access within Englewood and help the city realize the full potential of a safe, continuous and connected bicycling network.
C. Community and Stakeholder Engagement

Open and transparent community engagement and public participation were key elements in the process of developing the Plan. The goal of the community engagement and outreach process was to increase public awareness of biking and walking in Englewood and to promote community participation in the study process. Public input was solicited throughout the entire study process, and in coordination with the other concurrent planning studies; the Comprehensive Plan update and the Next Steps Study. Project management team meetings were held on a regular basis and coordination between the three planning processes was essential to success.

The public process for the Walk and Wheel Master Plan included two community workshops; stakeholder focus group and interviews; website, e-newsletter and email blasts; online questionnaire; meetings with school district; and participation in the comprehensive plan coordinated outreach.

Englewood Forward Branding and Communications

- **Brand/Logo/Templates:** An overall project brand with logos and templates were produced to give a similar look and feel between online and print materials across all projects.

- **Website:** Project materials, meeting notes, public meeting announcements and materials, and general project information was available through the project website at: www.englewoodforward.org.

- **Contact Database (Stakeholder/Public):** A contact database was developed for Englewood Forward as a whole with specific bike and pedestrian contacts updated on an ongoing basis.
Public Meetings

Two public meetings were held to garner support for the planning process and gain public perspective on the vision of the plan, community choices and review of the final plan. At each of the public meetings, attendees read informational boards exhibiting recent analysis for future demand for walking and biking in Englewood; and learned about potential pedestrian and bicycle facility types and engaged in discussion over a large scale map of the city, noting their particular interests or concerns. The project team gathered key information on the improvements or changes in facilities that would make biking or walking more comfortable and encourage a greater number of residents to do so.

The Public Meetings Included:

- Vision Workshop / Initial Project Kick-off Meeting | November 12, 2014
- Community Choices Workshop – held in conjunction with the two concurrent planning projects | February 11, 2015

Public meetings were advertised through the sources listed below to ensure input was gained from a broad range of community leaders, agencies, elected officials, citizens and organizations that have an interest in the outcome of the studies:

- Englewood Citizen
- E-Notifier sent out by City
- Postcard mailers
- Press Releases
- Quarterly Englewood Forward E-Newsletters
- Facebook
- Englewood Herald
- Your Hub weekly
- Chamber of Commerce
- Next Door
- Flyers at bike organizations, bike shops, library, coffee shops, etc.
**Key Themes**

- 60% of Englewood Public Meeting Attendees Would Walk or Bike More Frequently if Facilities Were Improved
- Use new bike facilities to reinvigorate Downtown Englewood and pull people from south Denver neighborhoods into this retail/restaurant/entertainment core
- Establish East-West Bicycle and Pedestrian Connections from LRT Stations to Commercial and Residential Areas
- Link City Center LRT Station to the Broadway/Downtown Area with a Strong Bicycle and Pedestrian Spine
- Improve Pedestrian Access Along and Across Broadway and in the Medical District
- Link Areas West of Santa Fe and Railroad Tracks to Core Community
- Ensure Safe Bicycle and Pedestrian Access to Schools
- Improve Off-Street Trail System and Connections to Trails
- Tejon or Zuni should be a north-south bikeway in the northwest area of Englewood
- Southwest Greenbelt needs to connect through Rotolo Park and Jason Park up to a facility on Oxford or a pedestrian crossing on Oxford up to the Oxford Station to link the southern part of Englewood safely to LRT
- Regional connections with Littleton and Denver are important to making biking successful in Englewood

**Connectivity**

- Establish east-west bicycle and pedestrian connections from LRT stations to commercial and residential areas; north-south bicycle and pedestrian connections along Broadway
- Link City Center LRT Station to Broadway/Downtown Area with a Strong Bicycle and Pedestrian Spine
- Link Areas West of Santa Fe and Railroad Tracks to Core Community
- Improve Off-Street Trail System and Connections to Trails
- Logan better location for advanced bike facility than Clarkson
- On-street bike facility on Bates and Galapago to compliment pending rezoning of the properties at Galapago and new General Iron Works Trail
- Iconic pedestrian bridge like Downtown Denver to link Civic Center Station to west side of Santa Fe
- Raised crossing over Oxford to connect to the light rail platform
- Improved pedestrian facilities along Broadway with improved land uses to make it a destination
- Improve Southwest Greenbelt trail
- Build the Englewood Rail Trail!
- Signage on Little Dry Creek system, to LRT Station and within downtown - signage or painted lanes to show continuous connection of trail and street and General Iron Works Trail and Dartmouth link
- Signage or bike lanes along Floyd to access the LRT station

**Infrastructure and Wayfinding**

- Add more bike racks, bike boxes at Oxford station - Boulder and Rino models for bike security
- Bike facility on Oxford: Increase width or separate bike lane on Oxford; Protected bikeway along Oxford to get cyclists to the Platte River Trail; Two-way bike path on north side of Oxford tied to the Rec Center
- Bike facility on Dartmouth: replace on-street parking with bike lanes
- Franklin Street has always worked well as a connection from the east
- Eastman is a better bike path with less traffic and it connects to Cushing Park, unlike Floyd
- Building a north-south bikeway in the northwest area of Englewood
- Southwest Greenbelt needs to connect through Rotolo Park and Jason Park up to a facility on Oxford or a pedestrian crossing on Oxford up to the Oxford Station to link the southern part of Englewood safely to LRT
- Regional connections with Littleton and Denver are important to making biking successful in Englewood
Better pedestrian way-finding and signage in Downtown and increased visibility of the downtown area

Additional way-finding signage should be developed with more descriptive detail – no one knows what E-9a is

Maps or kiosks with signage and directions to destinations and trail intersections

Recreational path on one side/commuter path on the other side of Mary Carter bike path

**Safety and Access**

- Improve pedestrian access: along and across Broadway and in the Medical District - more visible crosswalks; improve crossing at Broadway and 285; green paint or bike box at Floyd and Broadway to avoid conflicts between right-turning cars from west-bound Floyd and bikers; safer connection at Inca/Dartmouth, 285/Santa Fe; Jason/Mansfield needs an RRFB light; ped. crossing Santa Fe/Oxford; ped. crossing Santa Fe/Dartmouth; safer crossing at Oxford to the Rec Center; better ped. crossing on Bates/Logan for safer access to Bates Park

- Ensure safe bicycle and pedestrian access to schools

- Improve the three underpasses of Little Dry Creek Trail with lighting and natural feel elements

- Improve the crossing at Englewood Parkway and Cherokee

- Crossing Hampden is hard to impossible on a bike unless you are at a major street – model what Glendale did with Birch Street

- Traffic light needed at Kenyon/Jason

- Increase cycling’s visibility in Englewood through education and events

- Observed of traffic laws leads to safety and respect for both user types

- Host bike event in Englewood like a Criterium race or a Cyclovia

- Consistent removal of debris on roadways and from snow removal
Focused Outreach

Senior Center Community Holiday Bazaar | The Walk and Wheel Master Plan was represented during the Englewood Holiday Bazaar at the O’Malley Senior Center to engage the senior population and gather input and opinions on key issues. The attendees viewed project maps and displays and discussed the project with the team.

Stakeholder Interviews | In-depth interviews were conducted with key stakeholders to gain understanding of stakeholder perceptions, key issues and opportunities. Stakeholders interviewed:
- Englewood School District
- South Broadway Businesses
- Englewood Transportation Advisory Committee

Englewood Walking and Wheeling Citizen Focus Group | City Staff and the Project Team Consultants identified a select group of Englewood Wheeling and Walking Enthusiasts based on board service, meeting attendance, career vocation, and advocacy work. The citizen focus group consisted of South Broadway business owners, Englewood city staff and community residents. The purpose of the Focus Group was to introduce the preliminary study findings, and to solicit input on identifying and prioritizing preferences for implementation of bicycle and pedestrian infrastructure projects.

Walk and Wheel Festival

The Walk and Wheel Festival was held on Saturday, June 23rd from 1:00-5:00 pm. The festival served as both a public meeting to present the final Walk and Wheel Master Plan network to the community, as well as a community celebration providing education and awareness of health and well-being in Englewood. The following agencies, organizations and businesses participated in the event:

- Kaiser Permanente
- Englewood School District
- Museum of Outdoor Art
- Brew on Broadway Brewpub
- Bicycle Colorado
- Englewood Police Department
- Englewood Wastewater
- Keep Englewood Beautiful
- Englewood Library
- Lifetime Fitness
- Yoga Tree/East West Professionals
- Swedish Hospital

The Walk and Wheel Festival included numerous outreach, educational programming and awareness activities, including: a bicycle facility demonstration to enable residents to test new facility types recommended in the plan such as protected bike lanes and sharrows; a bike rodeo to demonstrate bike safety, facilitated by Bicycle Colorado; gardening and fitness demonstrations; free chair massages; and health information from Kaiser Permanente. In addition, both the Next Steps and Englewood Comprehensive Plan teams were present to discuss updates and progress for each of the plans.
Outreach Activities at Walk and Wheel Festival

Education and Programming
Bike Facilities and Demonstration
D. Plan Recommendations

The framework for plan recommendations is built on the findings of the conditions and demand assessment and the input of the Englewood community and stakeholders. The framework emphasizes a primary bike and pedestrian connection east-west from Englewood Civic Center LRT Station to the Broadway retail/commercial corridor and east to the hospital district; east-west crossings of Broadway to link destinations especially within the core of the community; enhancements along Broadway and perpendicular local streets to enable comfortable pedestrian movement from residential areas to commercial uses; linkages to south Denver; linkages between the rail stations and connections west to trails and recreational uses at Dartmouth, Oxford and potentially near Civic Center.

Areas of Emphasis

The key emphasis of the recommendations is to encourage additional walking and biking trips in Englewood through the creation of a low stress travel network for bicycling, and the provision of enhanced pedestrian facilities and way finding signage for comfortable pedestrian mobility. The implementation of greater pedestrian visibility, street markings and dedicated space, coupled with way-finding signage is fundamental to establishing a stronger pedestrian environment within the community. Improved bike facilities such as bike boulevards and protected bike lanes are identified as means of increasing ridership and encouraging the 60% of Englewood riders who would be inclined to cycle if more comfortable facilities were developed. Examples of these types of improvements are described below.
**Pedestrian Facility Typologies**

**Improved Pedestrian Corridor** | This facility type is characterized by the presence of 5’ or wider sidewalks on both sides of the street, improved crossings of major streets with bulbouts, enhanced crosswalks, or other signing devices as necessary, and local destination way finding signage. They provide primary corridors for pedestrian mobility around the City.

**Priority Pedestrian Corridor** | This facility type is intended to be used in high pedestrian traffic areas in more commercial and retail areas of the City. It is characterized by enhanced intersection treatments such as colored crosswalks, bulbouts, special pedestrian signalization and timing, the installation of medians and mid-block crosswalks, and sidewalks of at least 8’ in width on both sides of the road. Sidewalk areas would preferably be 13’-16’ wide to accommodate a wide sidewalk, and an amenity zone.
Bicycle Facility Typologies

Bikeway | A bikeway is a roadway that has some form of markings and signage installed to indicate to drivers and cyclists how to interact and that bikes are to be expected here. Bikeways can include shared lane markings, bike lanes, or buffered bike lanes as space allows and traffic volumes and speeds dictate.

Protected Bikeway | A protected bikeway is characterized by the addition of some form of raised vertical element between the cyclists travel area and the vehicular travel area and they are restricted to bicycle use only so a separate pedestrian facility is provided as well. Examples of vertical elements are flexible posts, roadside planters, vertical curbs, and parked vehicles, among others. Studies have shown that cyclists feel more comfortable on a protected bikeway than a non-protected bikeway and this encourages more people to ride their bikes.

Bike Boulevard | A bike boulevard is a low volume, low speed street where bicycle travel is emphasized over automobile travel. Traffic calming elements are often installed on bike boulevards including diverters, chicanes, and bulb outs. The idea is to encourage automobile drivers to use the street only for local access and to allow for uninterrupted through movements for bicycles thus encouraging bicycle use and creating a safe and bicycle friendly environment. Bike boulevards also have improved way finding signage listing destinations and the distances and travel times to reach them by bike or by walking. Bike boulevard corridors are also good places for implementing Improved Pedestrian Corridors as described on the previous page.
Bicycle Parking

Throughout the planning process, Englewood residents expressed frustration over the bike lockers found today at the Civic Center LRT station. The rental of the lockers limits availability of bike storage at the station, and turnover is extremely low. Consideration should be given to a higher capacity secure bicycle parking facility at both the Civic Center and Oxford Stations.

Secure bicycle parking, which is a locked structure that is protected from the elements, is a growing trend across the country and transit agencies are beginning to incorporate secure bicycle parking facilities into station area plans. Secured bicycle parking facilities at Civic Center and/or Oxford Stations would work in conjunction with recommended bicycle facility improvements to Oxford Ave. and Floyd Ave, and would increase visibility and accessibility of bike parking.

Providing secure bike parking at light rail stations encourages greater use of bicycles as a means of transportation and serves to activate commercial and retail spaces surrounding station areas. In addition, secured bike parking facilities reduce the fear of theft and deter cyclists from locking bikes in undesired locations. Prefabricated bike cages are modular, which would allow Englewood to add additional facilities over time as demand increases.
Infrastructure Recommendations

Figure D-1 (next page) shows the infrastructure recommendations for pedestrians and bicycles for the entire City of Englewood. They are based on public and stakeholder comment, the existing condition assessment, and the level of traffic stress and bicycle demand analyses as well as looking at continuity with facilities in adjacent jurisdictions.

The map in Figure D-1 has several key improvements for pedestrian and bicycle travel in the City and are listed in the following section.
Figure D-1: Infrastructure Recommendations for Pedestrians and Bicycles for Englewood
Transformative Projects

The following projects are anticipated to have a transformative effect on Englewood’s pedestrian and bicycle system and are anticipated to catalyze other improvements in the City.

Transformative Pedestrian Improvements

- Broadway corridor from US 285 to Dartmouth: this corridor is identified as a Priority Pedestrian Corridor in the Plan. Key connectivity improvements include installing pedestrian-scale way finding signage, strengthening the connections between Broadway and the adjacent neighborhoods, installing mid-block crossings between Hampden and Girard at the mid-block pedestrian paseos and between Floyd and Eastman at the Gothic Theatre.
- Enhance pedestrian scale way finding signage between City Center LRT Station and the hospital district: signage that identifies key local destinations and guides pedestrians between the LRT station and the hospital district with expected travel time and distances will reinforce the active transportation links in this corridor and encourage more people to walk in this area.
- Improved pedestrian corridors along Kenyon, Sherman, and Bannock: these corridors are intended to provide low stress connections between neighborhoods and schools, commercial districts, and civic uses to encourage walking trips.

Transformative Bicycle Improvements

- Bicycle improvements to Dartmouth: Dartmouth currently has the highest level of bicycling activity of locations observed in the City and primarily serves bicycle commuters. It also traverses the entire City from east to west making it an important connection for Englewood. Dartmouth west of the Platte River is envisioned as an off street or protected bikeway facility linking west Englewood to the Mary Carter Greenway and the Little Dry Creek Trail that extends east to Inca. East of the Platte River Dartmouth is envisioned to be an on-street facility to serve bicycle commuters and to communicate to automobile drivers and bicyclists that they should expect each other on the road in this area. The parallel protected bikeway facility on Floyd east of Inca is intended to serve a wider cross section of bicyclists and is intended to complement the Dartmouth improvements and to provide a low stress connection to Inca and the little Dry Creek Trail.
- Rail Trail along LRT line: This facility provides an off street experience for pedestrians and bicyclists to travel the length of Englewood and to connect to key destinations. The first portion of this trail being evaluated for implementation is the section from the Big Dry Creek Trail to Oxford Station.

Other Key Recommendations

In order to better illustrate the infrastructure recommendations, we have divided the City into 4 quadrants for better map visibility in this document. A discussion of the key recommendations in each quadrant is included.
Key pedestrian recommendations:

- Improve the existing Harvard Gulch Trail segment in Englewood by replacing the current asphalt pavement with concrete pavement and creating a parallel soft surface trail for walkers and joggers.
- Add continuous sidewalk of at least 5’ in width along Dartmouth Ave to provide for a connection to the Mary Carter Greenway and the Little Dry Creek Trail.

Key bicycle recommendations:

- Create a north-south bikeway on Zuni St connecting west Englewood with Denver, Sheridan, the Mary Carter Greenway near River Point, and proposed improved bike facilities on Dartmouth Ave.
- Dartmouth Ave protected bikeway improvements west of Santa Fe Dr. to connect neighborhoods in the northwest area to the Mary Carter Greenway, to downtown Englewood and east to commercial/retail along Broadway.
- A future bikeway along Wesley Ave to connect to the Mary Carter Greenway and planned Denver improvements near the Evans LRT station.
- A new Mary Center Trail segment on the east side of the Platte River between Oxford Ave and I15 Ave.
Key pedestrian recommendations:

- Implement an improved pedestrian corridor along Irving St in conjunction with the City of Sheridan and the City of Denver.
- Implement an improved pedestrian corridor along Federal Blvd in conjunction with the City of Sheridan and the City of Denver.
- Work cooperatively with the City of Sheridan to extend the existing Quincy Ave trail from Federal Blvd to Centennial Park.

Key bicycle recommendations:

- Create a bikeway connection along Lowell Blvd. that enables residents of the Cities of Sheridan and Englewood to access City of Sheridan improvements along Oxford Ave.
- Add a parallel trail to the Mary Carter Greenway on the east side of the Platte River from Union Ave to north of Oxford Ave.
- Improve bikeway elements along Irving/Union to connect the western part of Englewood to the Mary Carter Greenway and the Big Dry Creek Trail.
Key pedestrian recommendations:

- Broadway corridor pedestrian improvements such as way finding signage and enhanced crosswalks.
- Mid block crossings of Broadway between Hampden and Girard and between Floyd and Eastman.
- Pedestrian improvements including intersection bulb outs along Kenyon Ave to improve connections between neighborhoods and the High School and Middle School.
- Pedestrian scale way finding signage between the City Center LRT station and the hospital district.
- Improved wayfinding signage for the Little Dry Creek Trail sidewalk connections between the Inca/Dartmouth intersection and the Cherokee/US 285 intersection.
- Pedestrian improvements along Bannock to better connect neighborhoods with the downtown area and to reinforce neighborhood connections to Broadway.
- Improved pedestrian corridor along Fox and Elati to provide a low stress experience in the center of the City.

Key bicycle recommendations:

- Protected bikeway and bikeway improvement along Dartmouth Ave to serve bicycle commuters.
- Protected bikeway improvements on Floyd Ave from Inca St to Sherman St and bikeway improvements from Sherman St to University Blvd to connect to the protected bikeway loop.
- Bicycle boulevard improvements along Sherman St coupled with improved pedestrian corridor elements to create a unique and attractive multi-modal travel corridor in the City.
- Rail trail along the LRT line between Oxford Ave, City Center LRT station, and Bates Ave to provide a low stress travel environment between major destinations in Englewood. This includes overpasses of Oxford Ave, US 285, and Dartmouth Ave.
Key pedestrian recommendations:

- Pedestrian improvements along the Broadway corridor such as intersection curb bulbouts and sidewalk amenity improvements.
- Pedestrian improvements along Bannock including an improved crossing of Oxford and improved connections to Broadway to encourage more walking trips.
- Fox St, Sherman St, Bannock St, Chenango Ave, and Tufts Ave. improved pedestrian corridors with enhanced crossings at busy intersections and wider sidewalks.

Key bicycle recommendations:

- Protected Bikeway improvements to Oxford Ave to serve a wider cross section of users and encourage more bicycle trips and leverage investments in the protected bikeway loop. This improvement connects to planned improvements by the City of Sheridan west of Santa Fe Dr.
- Bikeway improvements on Chenango, Fox, and Tufts to connect neighborhoods to schools.
- Extension of the Sherman St bicycle boulevard from Oxford Ave south to Belleview Ave.
- Extension of the Clarkson St bikeway improvements from Oxford Ave to Belleview Ave.
- Bikeway enhancements to Fox St.
Programmatic Recommendations

It is important to implement programmatic elements to complement physical infrastructure improvements to leverage those investments. Programmatic elements can be effective at improving the acceptance of walking and biking as a regular part of daily transportation activities as well as provide transparency and support for City decision making processes regarding walking and biking improvements. The following programmatic elements should be considered for implementation:

- Establish a sub-committee or special citizen group to be the voice of walking & biking in Englewood and continue the dialogue between citizens and policy makers;
- Seek community partners to promote increased walking and biking within the community;
- Increase visibility of walking and biking through events, programming and educational opportunities;
- Encourage the “interested but concerned” through the addition of new facilities
### Table D-1: Programmatic Recommendations

<table>
<thead>
<tr>
<th>Bicycle Rodeos/ Safe Routes to Schools (SRTS) Educational Activities</th>
<th>By offering bicycle rodeos and other youth educational activities, the City of Englewood can provide children with opportunities to practice bicycling (or walking) in safe learning environments. These events also give children the safety knowledge they need to continue riding as they mature.</th>
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<tbody>
<tr>
<td></td>
<td>Bicycle rodeos are set up as bicycle or street skills courses and use cones, signs, and striping to mimic actual on-street traffic scenarios. Trained instructors use the course to teach children skills including signaling, stopping, yielding, and turning. Rodeos can range from small and informal gatherings to large-scale events. Rodeos can also be coupled with activities such as helmet-fitting instruction, reward raffles, and bicycle registration.</td>
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<td></td>
<td>Regardless of size, bicycle rodeos require forethought and planning. A course design that addresses a variety of traffic situations must be considered and required supplies must be assessed. To promote the rodeo and engage more participants, consider hosting it as part of an existing community and school event.</td>
</tr>
<tr>
<td>Group Walks or Rides</td>
<td>Group walks and bicycle rides are fun ways to engage community members from a variety of ages and backgrounds. These group activities can range in focus from a guided walking tour of local gardens or public art to a ride to a local concert series or farmers market, often highlighting local destinations, community assets, or special features. The focus of each walk or ride should creatively portray walking or bicycling as a positive and normal mode of transportation.</td>
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<td></td>
<td>After the activity, residents may be surprised to learn that they traveled five miles by bike or one mile by foot—organizers should take advantage of this opportunity to drive home the point that bicycling and walking for everyday trips are possible.</td>
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<tr>
<td>Walk/Wheel to Work Day or Week - Employer Involvement</td>
<td>Employer involvement in a Walk/Wheel to Work day or week encourages employees to try walking or bicycling to work through fun activities, incentives, and peer-to-peer encouragement. Participants can report their bike and walk commute trips to a team captain or human resources representative to confirm their participation.</td>
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<td></td>
<td>Encouragement activities for employees can include free breakfasts or lunches, gift card drawings, group walks or rides, happy hours, or an early release day.</td>
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<tr>
<td></td>
<td>Organizers and/or employers may consider hosting a bicycle safety overview for employees prior to the event. Messaging to encourage employees to continue bicycling and walking to work after the event is recommended.</td>
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<tr>
<td>Walk/Wheel Rewards Program</td>
<td>Walk or wheel rewards programs support community health goals by incentivizing shoppers to visit stores by foot or bike with discounts, free gifts, or rewards points for redemption. Rewards programs also benefit businesses and support economic vitality by opening parking spaces for other customers and encouraging more foot traffic around store fronts.</td>
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<td></td>
<td>Organizers and participating businesses can promote the program through window decals, posters, mailers, or traditional advertising.</td>
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<td></td>
<td>The program may require some type of system for identifying eligible patrons, such as showing one’s helmet or a membership card, or it may be based on the honor system.</td>
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<td></td>
<td>Reasons2Ride is a program/app being developed by a local champion (Joel Phillips) that provides a platform for a rewards program. The program/app would be activated on a smartphone using QR codes on signs installed on area bikeways. The smartphone would then show a) where the rider is within the existing bike network, and b) nearby businesses that provide discounts to those riding bicycles. The Reasons2Ride organization would like to kick the program/app off in Englewood in association with the Walk and Wheel Plan.</td>
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E. Implementation

Making the Plan recommendations a reality is an important step in transforming Englewood and encouraging walking, biking, and transit trips in the City. This section focuses on two areas of implementation; Quick Wins and Next Steps.

Quick Wins

A key focus of the Plan development process was to identify early action opportunities that were realistically achievable by Englewood in the near term. Analysis, discussions with stakeholders and citizens, and conversations with City staff led to the identification of the following projects as early action opportunities. They are listed below and shown in a figure on the following page.

- Dartmouth Avenue Shared Bicycle/Parking Lane
- Floyd Avenue Bikeway (Bike Lanes/Sharrows)
- Oxford Avenue Bikeway (Sharrows/Bike Lane/Signage)
- Sherman Street Bike Boulevard (Sharrows/Signage)
- Clarkson Street Bikeway (Sharrows/Signage)
- Irving St/Union Ave Bikeway (Sharrows/Signage)
- City Center/Broadway/Medical District Pedestrian Wayfinding Signage
- Little Dry Creek Trail Enhanced Wayfinding Signage
Figure E-1: Quick Wins

Of the Quick Win projects, the following projects were identified through the planning process and discussions with City staff as immediate implementation priorities for Englewood. More information about each project is presented on the following pages.

- Dartmouth Avenue: Inca to Downing
- Oxford Avenue: Broadway to Clarkson
- Oxford Avenue: Navajo to Broadway
- Clarkson Street: Belleview to Little Dry Creek Trail
- Sherman Street: Oxford to Dartmouth
- Floyd Avenue: Elati to University (Conceptual Design)
**Description** | Shared parking/bicycle lane of 10’ in width with vehicular lanes reduced to 11’

**Implementation Cost** | $85,000

**Note** | This improvement is expected to help automobiles and bicyclists share this corridor more effectively by defining the vehicular operating space. On-street parking levels are low in most areas of the corridor, which will limit bicycle/parked vehicle conflicts. Other safety benefits are expected on the hill at Sherman St by providing positive guidance to drivers. The intersection of Dartmouth/Broadway requires further study to determine the best configuration and it may require removal of on street parking for $2 to 1 block on either side of Broadway.

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**Description** | Shared travel lanes of 14’ in width marked with shared lane markings

**Implementation Cost** | $26,000

**Notes** | This improvement will emphasize the multi-modal nature of this corridor and provide positive guidance to bicyclists as to where to position themselves in the travel lane to maximize safety of travel. It will also provide visual information to automobile drivers that they should expect bicyclists on the road and are required to share the space with them. This section of Oxford Ave has lower traffic volumes than there are west of Broadway that lends itself to this type of improvement.
**Description** | 6’ wide striped bicycle lane next to 7’ wide parking lane

**Implementation Cost** | $50,000

**Notes** | This section of Oxford has higher traffic volumes and speeds requiring a higher design treatment than shared lane markings. There are currently raised medians installed on portions of this corridor as traffic calming devices that would need to be removed to implement this improvement. This is an important corridor that connects neighborhoods to the Oxford Ave LRT Station as well as to the Sherman and Clarkson bicycle facilities.

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**Description** | Shared lane markings in 15’ travel lanes

**Implementation Cost** | $50,000

**Notes** | Clarkson St in this area is the boundary between Cherry Hills Village and Englewood. The boundary line varies in relation to the centerline of the street throughout this area resulting in the need for a joint project between Cherry Hills Village and Englewood. Traffic volumes and speeds in this section are commensurate with the installation of shared lane markings. The actual width of the pavement varies slightly due to the fact that the east side of the street has no curb or gutter. The current plan is to install painted shared lane markings here in the immediate terms and to install more permanent thermoplastic shared lane markings once the planned pavement overlay project for this roadway is completed in 2016.
**Sherman Street: Oxford to Dartmouth**

**Description** | Bike boulevard consisting of shared lane markings in 11’ lanes and enhanced wayfinding signage

**Implementation Cost** | $35,000

**Notes** | This section of Sherman St connects the improvements planned for Dartmouth and Oxford on a low volume neighborhood street that runs the entire length of the City. Although it has a narrow cross section in this area, the traffic speeds and volumes are low enough to justify this type of treatment. Bicycle and pedestrian scale wayfinding signage directing users to connecting routes and local destinations should be installed in this corridor to enhance its’ status as an important bicycle and pedestrian connector.

---

**Next Steps**

In addition, important projects that would cost more to implement and have bigger construction impacts were identified as high priorities. These projects would be the “Next Steps” projects to undertake to improve walking and biking in Englewood.

- Rail trail segment 1 from Big Dry Creek Trail to the Oxford LRT Station
- Rail trail segment 2 from City Center LRT Station to Bates Ave
- Protected bikeway on Floyd Ave from Inca St to Sherman St
- Protected bikeway on Oxford Ave between Navajo St and Broadway
- Priority pedestrian corridor improvements along Broadway from Hampden Ave to Dartmouth Ave
- Mid-block pedestrian crossing of Broadway at the Gothic Theater between Floyd Ave and Eastman Ave. A detailed engineering design for this improvement is already complete.
- Mid-block pedestrian crossing at the pedestrian paseos between Hampden Ave and Girard Ave.
F. Maintenance Considerations

The City of Englewood is considering investing further in the construction of bicycle and pedestrian facilities such as on-street bikeways, multi-use pathways and sidewalks, all of which provide significant, valuable recreational and transportation benefits to local residents and visitors. However, ongoing maintenance of these facilities, and in particular, funding sources to support maintenance must also be addressed.

This section summarizes existing maintenance activities in a number of peer cities to Englewood, based on interviews with staff of local agencies, and identifies challenges to maintaining on-street bike facilities, sidewalks and multi-use paths. It includes a description of components of successful maintenance programs in comparable communities.

Importance of Proper Maintenance

Maintaining on-street bike facilities, sidewalks and multi-use paths to a high standard is important for a variety of reasons.

Safety: Public agencies have a duty to protect the public welfare by maintaining facilities to a level that reduces potential safety hazards. This includes repairing damage on paths and sidewalks that may pose a tripping hazard, clearing snow in a timely manner, and preventing ice from forming.

Universal Access: Public agencies are required by federal law to maintain public facilities so that they are accessible to people with disabilities. Small but abrupt vertical changes in level along a path or sidewalk may not pose a safety hazard to able-bodied pedestrians, but may present an obstacle to people who are using wheelchairs or other mobility-assistive devices.

Attracting Use: Well-maintained facilities, with smooth surfaces, well-kept vegetation, and up-to-date signage will attract and sustain use, increasing the livability of the areas served by the network.

Liability: Allowing hazardous conditions to exist along a path or sidewalk exposes a local agency to potential lawsuits.

Protecting the Public Investment: Regular preventative maintenance on an on-street bike facility, path or sidewalk (e.g. periodic overlays on multi-use paths) can extend the lifetime of the existing facility and delay the need for more expensive repairs.

Primary Maintenance Functions

Primary functions of maintaining on-street bike facilities, sidewalks and multi-use paths include:

- Maintaining pavement quality through spot repairs, regular overlays and longer-term repaving
- Maintaining trails and sidewalks to ADA standards
- Sweeping and removal of garbage and debris on a regular basis
- Vegetation trimming to provide clear access on a monthly basis
- Snow removal after storms
- Restriping paths as needed, usually annually
- Landscaping maintenance on a weekly or monthly basis, including irrigation costs
- Lighting feature maintenance, including electricity costs
- Repair of damage due to storms, floods, collisions and other unforeseen events
- Repair and replacement of wayfinding or other signage
Research Methodology

The project team used the following strategies to research this topic and identify regional successes and struggles for reference.

- Interviews with Englewood staff
- Interviews with peer city staff
- National research on maintenance issues

Staff from Englewood and other peer communities were contacted and asked to share information about maintenance activities in their agency. Staff contacts are listed in Table F-1.

Table F-1: Agency Staff Contacted Regarding Bicycle and Pedestrian Facility Maintenance

<table>
<thead>
<tr>
<th>Name</th>
<th>Agency</th>
<th>Most Recent Communications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charlie Blosten</td>
<td>City of Littleton</td>
<td>Spoke on 1/29/2015</td>
</tr>
<tr>
<td>Dave Bakett/John Padon</td>
<td>City of Lakewood</td>
<td>Email on 2/3/2015</td>
</tr>
<tr>
<td>Dave Lee</td>
<td>City of Englewood</td>
<td>Spoke on 2/11/2015</td>
</tr>
<tr>
<td>Previous Research Contacts</td>
<td>City of Madison, WI</td>
<td>Previous Research</td>
</tr>
<tr>
<td>Dan Raine/Emily Snyder</td>
<td>City and County of Denver</td>
<td>Spoke in August 2015</td>
</tr>
</tbody>
</table>

Research Findings

Maintenance policies and procedures varied among the communities contacted. Of the agencies contacted, none had specific money/funding budgeted for bicycle and pedestrian facility maintenance, and none regularly require additional maintenance funding to be provided or allocated when a new bike facility was built. Most agencies stated that bicycle and pedestrian facility maintenance was completed not by one department in particular, but was a cross-department collaboration, often without pre-defined assignments or agreements. Table F-2 shows a summary of agency responses to questions relating to bicycle and pedestrian facility maintenance.
Table F-2: Maintenance Policy and Funding Summary by Agency Interviewed

<table>
<thead>
<tr>
<th>City</th>
<th>Existing Maintenance Budget for Bike/Ped from Capital Budget?</th>
<th>Allocation for Bike/Ped?</th>
<th>Add funding to Maintenance Budget when new bike facilities are built?</th>
<th>Funding Sources Used</th>
<th>Maintenance Staff</th>
<th>Maintenance Prioritization</th>
<th>Citizen Reporting?</th>
<th>Existing Maintenance Programs</th>
<th>Maintenance Budget 2015</th>
<th>Current Capital Budget</th>
<th>Capital Budget Include Bike/ Ped Improvements?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Littleton</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>General fund and then open space fund (20% of open space fund)</td>
<td>Grounds maintenance, streets</td>
<td>As needed. Funding is added incrementally throughout the years. Some scheduled (graffiti), but many as needed.</td>
<td>Pothole reporting app Adopt a Trail, Adopt a Street</td>
<td>$1,950,000 (resurfacing)</td>
<td>$8.2 million</td>
<td>Sometimes, but not this year because of recent completions</td>
<td></td>
</tr>
<tr>
<td>Lakewood</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Operational budget and General fund for street resurfacing</td>
<td>PW and Community Resources</td>
<td>As needed. Funding is just absorbed highest risk areas addressed first. Unwritten - sweep trails once a month.</td>
<td>Yes and is highly used Adopt a Street</td>
<td>$11,287,230 (PW only)</td>
<td>$22 million</td>
<td>$100,000,000 (plus one-time $2,000,000)</td>
<td></td>
</tr>
<tr>
<td>Englewood</td>
<td>Overall Open Space maintenance budget that is $2,137,252 for all Open Space facilities</td>
<td>No</td>
<td>No</td>
<td>Arapahoe Co Shareback funds</td>
<td>Open Space, Public Works, and SSPR</td>
<td>Safety first, then as needed; Vegetation and trash, scheduled</td>
<td>Generic form on the website for citizens to ask questions. Or phone call or email to the department.</td>
<td>None</td>
<td>$120,000 annually from Arapahoe Co sales tax in combination with overall Open Space budget</td>
<td>None anymore - years ago there was for Open Space projects. ($600,000 annually from Arapahoe County)</td>
<td></td>
</tr>
<tr>
<td>Madison</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Among others, sidewalks, Property Owner Assessment</td>
<td>Crosses departments (parks and City engineering). Added 1 TTE 3/2 year striping and 1/2 year bus stop snow removal</td>
<td>Prioritizes higher-use trails. Documents for maintenance practices. (among others) City owned sidewalks and school/handicap crosswalks are maintained during regular business hours during a storm. Main bike routes are maintained starting at 4AM on weekdays in order to be traversable on morning commute.</td>
<td>Website reporting</td>
<td>$500,000 for bikeways program (capital budget); includes some resurfacing, etc</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: All information provided for Littleton, Lakewood, and Englewood is for FY 2015*
Obstacles to Proper Maintenance

There are three main obstacles to successful bicycle and pedestrian facility maintenance programs, according to the peer city interviews completed for this and other projects:

1. The first, and most common issue in the cities examined, is a lack of dedicated funding. There are fewer grants available for maintenance activities than are available for construction of new facilities.
2. Second, proper equipment, trained, or allocated personnel may not be available. For example, shared-use trails require narrow snow-blowers for snow removal, but these machines may not be owned by the jurisdiction.
3. Third, there may be too little or too much coordination between different departments regarding whose responsibility it is to maintain bicycle and pedestrian facilities, and the exact duties that are required of the responsible party.
4. Most Cities “Make it Work”

Each of the communities that were surveyed (and many other communities that have been contacted through other studies) take an enthusiastic “make it work” approach to maintenance of bicycle and pedestrian facilities because the benefits of improved livability and desirability outweigh the additional money/time these facilities may require. It is worth noting that both Lakewood and Littleton have significantly higher lane miles of on-street and off-street bicycle facilities than Englewood, and they have continued to maintain them as necessary through alternate, combined, and shared funding and responsible agencies.

Case Studies - Why Other Communities are Successful

Additional information was gathered from case study cities (cities with readily available maintenance information) with successful maintenance programs or policies to aid in comparing with Englewood’s current policies and concerns. These case study cities (as well as peer cities) build and maintain bicycling and walking facilities because they are a priority for the community. As a result, they are privy to the economic benefits and quality of life benefits these types of facilities bestow on the community. A few examples of information provided by these cities to describe approach to maintenance or reasoning for providing bicycle and pedestrian facilities with continuing maintenance are listed below:

- Madison - “We treat bicycling infrastructure no different from other infrastructure we have. We don’t ask that [about maintenance cost concerns] about other development. We don’t stop building housing because of the cost of trash pick-up and sewers.”
- A study of Maryland’s Northern Central Rail Trail found that the state received $303,000 per year in trail related tax income while paying $192,000 per year in maintenance.
- Dayton and Miami Valley - the trail system, which cost approximately $50 million over 30 years, has an annual positive economic impact of nearly $15 million.
G. Potential Economic Benefits

There are two categories of potential economic benefits related to improving pedestrian and bicycle facilities in Englewood. The first category, labeled Qualitative Benefits, is related to improving the attractiveness of Englewood to new residents and supporting current residents desires to stay in the community. These benefits are hard to quantify and consist of quality of life improvements, property value increases, sales tax receipt impacts, and other more intangible benefits. The second are more quantifiable and measurable benefits related to lower transportation costs, improved community health and improved environmental characteristics.

Figure G-1 illustrates qualitative benefits of improving bicycle and pedestrian systems.
Additionally there are qualitative benefits for health and safety shown in Figure G-2.

**Figure G-2: Health and Safety Benefits of Bikeways**

- **40% Safer**
  - Auto-oriented streets vs. streets with bike lanes:
    - Streets with bike lanes are safer.

- **37% Reduction in Sidewalk Riding**
  - Increased compliance in facility use is good for pedestrians.

- **56% Reduction in Injuries**
  - Injuries to all street users after installing protected bike lanes in New York City.

- **$250 Loss in Health Care Costs**
  - Physically active employees incurred approximately $250 less in health care costs per year compared to sedentary employees.

- **More Separation Also Protects Pedestrians**
  - Bike lanes offer increased separation from fast-moving traffic.

- **Bikeway Streets Bring Bicyclists**
  - Bicyclists are 2.5 times more likely to ride on an enhanced bikeway than on the street.

- **Safety in Numbers**
  - The likelihood that a given person walking or bicycling will be struck by a motorist decreases as the number of people bicycling and walking increases.

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**Quantified Benefit Calculation**

This section contains an analysis of the quantified benefits that might occur as the result of implementing the recommended projects in the Englewood Walk and Wheel Master Plan. The analysis estimates the number of bicycle and pedestrian trips that would directly result from the implementation of the project list, approximates the corresponding reduction in vehicle trips and vehicle miles travelled (VMT), and assesses the potential health-, environmental-, and transportation-related benefits.

The impact analysis utilizes a standard methodology for calculating health-, environmental-, and transportation-related benefits. All projections are based on five-year estimates from the U.S. Census Bureau, which are then extrapolated through the use of various multipliers derived from national studies and quantified in terms of monetary value where appropriate. The estimated monetary values are then calibrated to baseline values and compared to bicycling and pedestrian mode splits of peer cities that recently have implemented similar projects.

**Selecting Peer Cities**

The consultant team examined levels of bicycling and walking in municipalities with similar infrastructure already in place, called peer cities. Selection factors in choosing these municipalities included the existing street network, geographic location, climate, topography, socio-demographic data, and the completeness of the city’s bicycle and pedestrian network.
Table G-1: General Characteristics Comparison of Selected Peer Cities

<table>
<thead>
<tr>
<th></th>
<th>Englewood</th>
<th>Littleton, CO</th>
<th>Oak Park, IL</th>
<th>Claremont, CA</th>
<th>Jackson, WY</th>
<th>Park City, UT</th>
<th>Helena, MT</th>
<th>Bozeman, MT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Street Network</strong></td>
<td>Tight Grid</td>
<td>Loose Grid</td>
<td>Large Grid</td>
<td>Large Grid</td>
<td>Large Grid</td>
<td>Large Grid</td>
<td>Linear</td>
<td>Tight Grid</td>
</tr>
<tr>
<td><strong>Region</strong></td>
<td>Mountain West</td>
<td>Mountain West</td>
<td>Midwest</td>
<td>West</td>
<td>Mountain West</td>
<td>Mountain West</td>
<td>Mountain West</td>
<td>Mountain West</td>
</tr>
<tr>
<td><strong>Climate</strong></td>
<td>Semi-Arid</td>
<td>Semi-arid</td>
<td>Humid Continental</td>
<td>Mediterranean</td>
<td>Continental</td>
<td>Semi-arid</td>
<td>Semi-arid</td>
<td>Continental</td>
</tr>
<tr>
<td><strong>Elevation (ft)</strong></td>
<td>5,371</td>
<td>5,351</td>
<td>594</td>
<td>1,168</td>
<td>6,237</td>
<td>7,000</td>
<td>3,875</td>
<td>4,820</td>
</tr>
<tr>
<td><strong>Population</strong></td>
<td>30,840</td>
<td>41,737</td>
<td>51,878</td>
<td>34,926</td>
<td>9,577</td>
<td>7,873</td>
<td>28,190</td>
<td>37,280</td>
</tr>
<tr>
<td><strong>Population Density per Square Mile</strong></td>
<td>4,844</td>
<td>2,902</td>
<td>11,038</td>
<td>2,600</td>
<td>3,291</td>
<td>4,430</td>
<td>1,724</td>
<td>1,950</td>
</tr>
<tr>
<td><strong>Percent Minority Population</strong></td>
<td>28.2%</td>
<td>8.2%</td>
<td>32.3%</td>
<td>29.4%</td>
<td>20.2%</td>
<td>19.0%</td>
<td>6.7%</td>
<td>6.4%</td>
</tr>
<tr>
<td><strong>Bicycle Friendly Community Award Level</strong></td>
<td>None</td>
<td>None</td>
<td>Bronze</td>
<td>Silver</td>
<td>Gold</td>
<td>Silver</td>
<td>Bronze</td>
<td>Silver</td>
</tr>
<tr>
<td><strong>Walk Friendly Community Award Level</strong></td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

Bozeman, Claremont, Helena, Jackson, Littleton, Oak Park, and Park City were chosen by the consultant team as peer cities because they have similar design, geographic, and demographic characteristics to Englewood, and because each city except for Littleton has achieved a Bronze Level League of American Bicyclist’s Bicycle Friendly Community® award designation or higher. After the identification of peer cities based on general characteristics, the consultant team analyzed the bicycle and pedestrian commute data from each city. Compared to selected peer cities, Englewood has the second lowest bicycle commute mode share (1.55%) and third lowest pedestrian commute mode share (2.75%) according to five-year American Community Survey data from 2009 to 2013.
### Table G-2: Estimated Future Walk and bike Mode Split

<table>
<thead>
<tr>
<th></th>
<th>Englewood</th>
<th>Littleton, CO</th>
<th>Oak Park, IL</th>
<th>Claremont, CA</th>
<th>Jackson, WY</th>
<th>Park City, UT</th>
<th>Helena, MT</th>
<th>Bozeman, MT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employed Population¹</td>
<td>16,606</td>
<td>21,011</td>
<td>26,792</td>
<td>14,493</td>
<td>6,224</td>
<td>4,262</td>
<td>15,122</td>
<td>21,050</td>
</tr>
<tr>
<td>Daily Bicycle Commute Trips¹</td>
<td>257</td>
<td>131</td>
<td>445</td>
<td>270</td>
<td>171</td>
<td>119</td>
<td>482</td>
<td>1,227</td>
</tr>
<tr>
<td>Bicycle Commute Mode Share¹</td>
<td>1.55%</td>
<td>0.62%</td>
<td>1.66%</td>
<td>1.86%</td>
<td>2.75%</td>
<td>2.79%</td>
<td>3.19%</td>
<td>5.83%</td>
</tr>
<tr>
<td>Scenario 1 Future Bicycle Commute Mode Share*</td>
<td>1.76%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scenario 2 Future Bicycle Commute Mode Share**</td>
<td>2.75%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scenario 3 Future Bicycle Commute Mode Share***</td>
<td>4.24%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily Walk Commute Trips¹</td>
<td>456</td>
<td>497</td>
<td>967</td>
<td>1,392</td>
<td>608</td>
<td>77</td>
<td>1,187</td>
<td>2,055</td>
</tr>
<tr>
<td>Walk Commute Mode Share¹</td>
<td>2.75%</td>
<td>2.37%</td>
<td>3.61%</td>
<td>9.60%</td>
<td>9.77%</td>
<td>1.81%</td>
<td>7.85%</td>
<td>9.76%</td>
</tr>
<tr>
<td>Scenario 1 Future Walk Commute Mode Share*</td>
<td>2.99%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scenario 2 Future Walk Commute Mode Share**</td>
<td>7.85%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scenario 3 Future Walk Commute Mode Share***</td>
<td>9.76%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Based on the difference between Englewood's existing bicycle and walk commute mode share and the 25th percentile bicycle and walk mode share of peer cities.
**Based on the difference between Englewood's existing bicycle and walk commute mode share and the 50th percentile bicycle and walk mode share of peer cities.
***Based on the difference between Englewood's existing bicycle and walk commute mode share and the 90th percentile bicycle and walk mode share of peer cities.
Multipliers

Multipliers were developed through an analysis of the relationship between two or more model inputs (such as the number of vehicle-miles reduced) and associated model outputs (such as the cost of road maintenance per every vehicle-mile travelled). The model used for this study utilizes over 50 multipliers in order to extrapolate daily, monthly, and annual trip rates, trip distance, vehicle trips replaced, emission rates, physical activity rates, and other externalities linked to an increase in bicycling and walking trips and to a decrease in motor vehicle trips. Individual multipliers of note are covered in more detail in the sections that follow.

Limitations

The primary purpose of the analysis is to enable a more informed policy discussion on whether and how best to invest in a bicycle and pedestrian network in Englewood. Even with extensive primary and secondary research incorporated into the impact analysis model, it is impossible to accurately predict the exact impacts of various factors. Accordingly, all estimated benefit values are rounded and should be considered order of magnitude estimates, rather than exact amounts.

Health Benefits

The implementation of a well-designed, connected bicycle and pedestrian network across Englewood will encourage a shift from energy-intensive modes of transportation such as cars and trucks to active modes of transportation such as bicycling and walking. The impact analysis model evaluates and quantifies the estimated increase in bicycling and walking trips, the estimated increase in hours of physical activity, and the annual savings resulting from reduced healthcare costs. In order to evaluate these health factors, the consultant team analyzed readily-available data inputs.

Health Calculations

The primary inputs into the health component of the impact analysis model come from five-year estimates of commute trip data from the U.S. Census Bureau. Five-year estimates were chosen because they are the most reliable dataset available from the U.S. Census Bureau between the 10-year censuses and because they allow for analysis at the individual census tract level.

After extrapolating the commute trip data to recreational trips and to estimate daily, monthly, and annual trip values, the consultant team used a series of multipliers and assumptions to calculate the various health factors. Englewood currently experiences 977,000 bicycle trips and 1,593,000 walk trips per year. If the City implements the recommended projects under Scenario 1, Englewood could experience 135,000 additional bicycling trips and 204,000 additional walking trips per year. If the recommended projects under Scenario 2 are implemented, the City could experience 757,000 additional bicycling trips and 4,311,000 additional walking trips per year. If the City implements the recommended projects under Scenario 3, Englewood could experience 1,702,000 additional bicycling trips and 5,929,000 additional walking trips per year. Using trip distance multipliers derived the National Household Travel Survey (NHTS) and annual vehicle trip replacement factors derived from a combination of US Census data, NHTS data, and historic Safe Routes to School data, the estimated increase in distance bicycled is 187,000, 1,048,000, and 2,357,000 miles per year for Scenario 1, 2, and 3, respectively. The estimated increase in distance walked is 61,000, 1,293,000, and 1,779,000 miles per year for the Scenario 1, 2, and 3, respectively. The combined bicycle and walk trips for Scenario 3 would result in 3,441,000 fewer vehicle-miles travelled (VMT) annually.

These annual distance estimates and VMT reduction estimates were used to calculate changes in physical activity rates among residents in Englewood. Implementation of the recommended projects for
Scenario 1 could result in 39,000 more hours of physical activity per year among Englewood residents, and 536,000 and 829,000 for Scenarios 2 and 3, respectively. This increase in physical activity means that no more residents will be meeting the Centers for Disease Control and Prevention (CDC) minimum number of hours of physical activity per day under Scenario 1, 4,000 under Scenario 2, and 6,000 under Scenario 3. This is equal to a jump from approximately 18.83 percent of the regional physical activity need being met at current baseline levels to 36.59 percent of the regional physical activity need being met under Scenario 3 – an increase of 17.76 percent. This growth in the percent of people within the City exercising also equates to a $238,000 reduction in healthcare expenses per year under Scenario 3.

Table G-3: Annual Health Benefits

<table>
<thead>
<tr>
<th>Englewood</th>
<th>Baseline</th>
<th>Scenario 1</th>
<th>Scenario 2</th>
<th>Scenario 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Bicycle Trips</strong></td>
<td>977,000</td>
<td>1,112,000</td>
<td>1,734,000</td>
<td>2,679,000</td>
</tr>
<tr>
<td><strong>Annual Miles Bicycled</strong></td>
<td>2,240,000</td>
<td>2,427,000</td>
<td>3,288,000</td>
<td>4,597,000</td>
</tr>
<tr>
<td><strong>Annual Walk Trips</strong></td>
<td>2,319,000</td>
<td>2,523,000</td>
<td>6,630,000</td>
<td>8,248,000</td>
</tr>
<tr>
<td><strong>Annual Miles Walked</strong></td>
<td>1,593,000</td>
<td>1,654,000</td>
<td>2,886,000</td>
<td>3,372,000</td>
</tr>
<tr>
<td><strong>Annual Hours of Physical Activity</strong></td>
<td>755,000</td>
<td>794,000</td>
<td>1,291,000</td>
<td>1,467,000</td>
</tr>
<tr>
<td><strong>Number of Resident Meeting CDC Recommended</strong></td>
<td>6,000</td>
<td>6,000</td>
<td>10,000</td>
<td>12,000</td>
</tr>
<tr>
<td><strong>Number of Hours of Physical Activity</strong></td>
<td>18.83%</td>
<td>19.80%</td>
<td>32.20%</td>
<td>39.51%</td>
</tr>
<tr>
<td><strong>Annual Healthcare Cost Savings</strong></td>
<td>$105,000</td>
<td>$115,000</td>
<td>$262,000</td>
<td>$343,000</td>
</tr>
</tbody>
</table>

Environmental Benefits

While the causes of physical inactivity and pollution stem from many sources, the implementation of the recommended bicycle and pedestrian projects in Englewood will contribute to a shift from energy-intensive modes of transportation such as cars and trucks to active modes of transportation such as bicycling and walking. The impact analysis model evaluates and quantifies the estimated increase in bicycling and walking trips and the annual savings from reduced vehicle emissions. In order to evaluate these environmental factors, a number of readily-available data inputs were analyzed.

Environmental Calculations

The primary inputs into the environmental component of the impact analysis model come from five-year estimates of commute trip data from the U.S. Census Bureau. Using the same estimates of VMT reduction calculated in the health benefits analysis, changes in hydrocarbon, particulate matter, nitrous oxides, carbon monoxide, and carbon dioxide were analyzed. In total, the replacement of motor vehicle trips with active transportation trips may result in an estimated 302,000, 3,509,000, and 5,726,000 fewer pounds of CO2 emissions per year under Scenario 1, 2, and 3, respectively, and 7,000, 67,000, and 111,000 fewer pounds of other vehicle emissions under Scenario 1, 2, and 3, respectively. Based on a review of air emissions studies, each pound of emissions were assigned an equivalent dollar amount based on how much it would cost to clean up the pollutant or the cost equivalent of how much damage the pollutant causes the environment. The total reduction in vehicle emissions is equal to a savings of $115,000 in related environmental damage or clean-up per year under Scenario 3. Other potential ecological services associated with the bicycle projects such as water regulation, carbon sequestration, carbon storage, and waste treatment exist, but the quantifiable value of these services are negligible on the overall impact of the recommended project list.
Transportation Benefits

The most readily identifiable benefits of the recommended project list derive from their use as a connection between activity centers and residences. While no money may change hands, real savings can be estimated from the reduction costs associated with congestion, vehicle crashes, road maintenance, and household vehicle operations.

Transportation Calculations

The primary inputs into the health component of the impact analysis model come from five-year estimates of commute trip data from the U.S. Census Bureau.

Utilizing the same calculations for estimated increase in annual bicycle and walk trips and annual VMT reductions used in the health and environmental components, transportation-related cost savings can be calculated. By multiplying the amount of VMT reduced by established multipliers for traffic congestion, vehicle collisions, road maintenance, and vehicle operating costs, monetary values can be assigned to the transportation-related benefits. In total, an annual cost savings of $245,000, $2,648,000, and $4,438,000 is estimated for the City under Scenario 1, 2, and 3, respectively.

Table G-4: Annual Environmental Benefits

<table>
<thead>
<tr>
<th></th>
<th>Baseline</th>
<th>Scenario 1</th>
<th>Scenario 2</th>
<th>Scenario 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduction in CO2 Emissions (lbs)</td>
<td>2,664,000</td>
<td>2,966,000</td>
<td>6,173,000</td>
<td>8,390,000</td>
</tr>
<tr>
<td>Reduction in CO2 Emissions (lbs) (beyond baseline scenario)</td>
<td></td>
<td>302,000</td>
<td>3,509,000</td>
<td>5,726,000</td>
</tr>
<tr>
<td>Reduction in Other Vehicles Emissions (lbs)</td>
<td>53,000</td>
<td>60,000</td>
<td>120,000</td>
<td>164,000</td>
</tr>
<tr>
<td>Reduction in Other Vehicles Emissions (lbs) (beyond baseline scenario)</td>
<td></td>
<td>7,000</td>
<td>67,000</td>
<td>111,000</td>
</tr>
<tr>
<td>Total Vehicle Emission Cost Savings</td>
<td>$55,000</td>
<td>$61,000</td>
<td>$123,000</td>
<td>$170,000</td>
</tr>
<tr>
<td>Total Vehicle Emission Cost Savings (beyond baseline scenario)</td>
<td></td>
<td>$6,000</td>
<td>$68,000</td>
<td>$115,000</td>
</tr>
</tbody>
</table>
Table G-5: Annual Transportation Benefits

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Traffic Congestion Cost Savings</th>
<th>Vehicle Collision Cost Savings</th>
<th>Road Maintenance Cost Savings</th>
<th>Household Vehicle Cost Savings</th>
<th>Total Vehicle Costs Savings</th>
<th>Additional Cost Savings (beyond baseline scenario)</th>
</tr>
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<tr>
<td>Scenario 1</td>
<td>$115,000</td>
<td>$819,000</td>
<td>$245,000</td>
<td>$934,000</td>
<td>$2,113,000</td>
<td>$0</td>
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<tr>
<td>Scenario 2</td>
<td>$128,000</td>
<td>$914,000</td>
<td>$274,000</td>
<td>$1,042,000</td>
<td>$2,358,000</td>
<td>$245,000</td>
</tr>
<tr>
<td>Scenario 3</td>
<td>$259,000</td>
<td>$1,845,000</td>
<td>$554,000</td>
<td>$2,103,000</td>
<td>$4,761,000</td>
<td>$2,648,000</td>
</tr>
</tbody>
</table>

| Scenario 2 | $1,845,000                      | $2,540,000                    | $761,000                      | $2,894,000                     | $6,551,000                 | $4,438,000                                    |

Table G-6: Total Annual Benefits

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Baseline</th>
<th>Scenario 1</th>
<th>Scenario 2</th>
<th>Scenario 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Health Benefits</td>
<td>$105,000</td>
<td>$115,000</td>
<td>$262,000</td>
<td>$343,000</td>
</tr>
<tr>
<td>Annual Environmental Benefits</td>
<td>$55,000</td>
<td>$61,000</td>
<td>$123,000</td>
<td>$170,000</td>
</tr>
<tr>
<td>Annual Transportation Benefits</td>
<td>$2,113,000</td>
<td>$2,358,000</td>
<td>$4,761,000</td>
<td>$6,551,000</td>
</tr>
<tr>
<td>Total Annual Benefits</td>
<td>$2,273,000</td>
<td>$2,534,000</td>
<td>$5,146,000</td>
<td>$7,064,000</td>
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<tr>
<td>Total Additional Annual Benefits (beyond baseline scenario)</td>
<td>$0</td>
<td>$261,000</td>
<td>$2,873,000</td>
<td>$4,791,000</td>
</tr>
</tbody>
</table>

Total Benefits

If all of the projects under Scenario 1 for the Englewood Walk and Wheel Master Plan are implemented, the City could experience a total of $261,000 in additional health-, environmental-, and transportation-related benefits per year. Scenario 2 could experience $2,873,000 in annual benefits, and Scenario 3 could experience $4,791,000 in annual benefits.
A BILL FOR

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

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

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

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

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

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

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

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 6, Chapter 1, Section 8, of the Englewood Municipal Code 2000 to read as follows:

6-1-8: SMOKING RESTRICTIONS.

A. Definitions.

The definitions set forth in C.R.S. §25-14-203 shall apply unless the context otherwise requires or such terms are more specifically set forth in the Englewood Municipal Code.
B. Public Building is further defined to include the property surrounding such building, including but not limited to parking lots.

C. General Smoking Restrictions:

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

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

q. Restrooms, lobbies, hallways, and other common areas in hotels and motels, and in at least seventy-five percent (75%) of the sleeping quarters within a hotel or motel that are rented to guests.

r. Bowling alleys.

s. Billiard or pool halls.

t. Facilities in which games of chance are conducted.

u. The common areas of retirement facilities, publicly owned housing facilities, and nursing homes, but not including any resident’s private residential quarters or areas of assisted living facilities.

v. Public buildings including the property and parking lots surrounding such a property.

w. Auditoria.

x. Theaters.

y. Museums.

z. Libraries.

i. Public and nonpublic schools.

ii. Other educational and vocational institutions.

iii. The entryways of all buildings and facilities listed in above Subsections i and ii.

D. Exceptions to Smoking Restrictions.

This Chapter shall not apply to:

1. Private homes, private residences, and private automobiles; except that this Chapter shall apply if any such home, residence, or vehicle is being used for childcare of day care or if a private vehicle is being used for the public transportation of children or as part of healthcare or daycare transportation.

2. Limousines under private hire.

3. A hotel or motel room rented to one or more guests if the total percentage of such hotel or motel rooms in such hotel or motel does not exceed twenty-five percent (25%).

4. Any retail tobacco business.
5. The Privately-Owned outdoor area of any business, except that the entryways of businesses located in a building or facility listed in Section 6-1-8(C)(2) and outdoor areas referenced in Section 6-1-8(C)(1) shall be subject to the provisions of this Chapter.

6. A place of employment that is not open to the public and that is under the control of an employer that employs three (3) or fewer employees.

7. A private, nonresidential building on a farm or ranch, as defined in Section 39-1-102 Colorado Revised Statutes that has annual gross income of less than five hundred thousand dollars ($500,000.00).

8. The areas of assisted living facilities that are designated for smoking for residents, are fully enclosed and ventilated and to which access is restricted to the residents or their guests. As used in this Subsection (H), “assisted living facility” means a nursing facility, as that term is defined in Section 25.5-4-103 of the Colorado Revised Statutes, and an assisted living residence, as that term is defined in Section 25-27-102 of the Colorado Revised Statutes.

9. Smoking in vehicles so long as the windows, roof, and doors are closed and sealed.

10. Smoking areas designated by the Englewood City Manager.

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

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

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

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

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

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

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

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

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

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

ATTEST:

Randy P. Penn, Mayor

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 2nd day of November, 2015.
Englewood, CO 80113

October 19, 2015

Englewood City Council
1000 Englewood Parkway
Englewood, CO 80110

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

Dear City Council Members;

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

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

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

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

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

- The ordinance recommended by the Commission and passed by Council on Sept 2, 2014 states an Urban Lot 25 feet or greater in width, and 3,000 feet or more of square footage must contain, or have contained, a one unit dwelling before February 23, 2004.

- City records and Applicant renderings show the Development is 25 feet in width and 3,125 square feet.

- The CDD testified before the Commission on September 22, 2015 the property has been vacant since 1952 and has never contained a dwelling.

- Given 1) the Development is 25 feet wide and 2) has never contained a one unit dwelling, 3) Ordinance dictates the said property at 4635 S Pearl Street is not eligible for development of any one until dwelling.

- Based on Ordinance, the Commission should have denied the Applicants proposal to develop the said property at 4635 S Pearl Street.

- Therefore, on appeal before Englewood City Council the proposal to develop the said property at 4635 S Pearl Street must be denied.

I look forward to your response.

Rega

Katie

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

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

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

WHEREAS, currently the following properties are not effectively regulated:

- In R-1-A and R-1-B Zone Districts: Properties with lot width greater than or equal to 25’, but less than 50’; and with lot area greater than or equal to 3,000 sf, but less than 6,000 sf (+ - 13 Total in the City).

- In R-1-C Zone Districts: Properties with lot width greater than or equal to 25’, but less than 37’; and with lot area greater than or equal to 3,000 sf, but less than 4,500 sf (+ - 40 Total in the City).

- In R-2 or R-3 Zone Districts: Properties with lot width greater than or equal to 25’, but less than 40’; and with lot area greater than or equal 3,000 sf, but less than 4,000 sf (+ - 176 Total in the City).

- In Medical Zone Districts: Properties with lot width greater than or equal to 25’; but less than 40’; and with lot area greater than or equal 3,000 sf, but less than 4,000 sf + - 1 Total in the City).

- In Residential and Medical Zone Districts: Properties with lot width of less than 25’; and with lot area less than 3,000 sf (+ - 45 Total in the City).

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

WHEREAS, the nonconforming status of these lot create uncertainty for lenders, who are then reluctant to lend on a property where the entitlements are vague or unknown; and
WHEREAS, these regulations for smaller residential lots, will provide greater certainty for property owners; and

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

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

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

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

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

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

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

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

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

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 2, Section 2, entitled Summary of Development Review and Decision-Making Procedures of the Englewood Municipal Code 2000, to read as follows:

16-2-2: Summary Table of Administrative and Review Roles.
The following table summarizes the review and decision-making responsibilities of the entities that have specific roles in the administration of the procedures set forth in this Chapter. For purposes of this table, an "(Approval) Lapsing Period" refers to the total time from the application's approval that an applicant has to proceed with, and often complete, the approved action. Failure to take the required action within the specified "lapse period" will automatically void the approval. See Section 16-2-3.L EMC, "Lapse of Approval," below.
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<thead>
<tr>
<th>Category</th>
<th>Code</th>
<th>R</th>
<th>R</th>
<th>D</th>
<th>✓</th>
<th>✓</th>
<th>None</th>
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</thead>
<tbody>
<tr>
<td>Adaptive Reuse of Designated Historical Buildings</td>
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<td></td>
<td></td>
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<tr>
<td>Administrative Adjustments</td>
<td>16-2-17</td>
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<td></td>
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<td>Administrative Land Review Permit</td>
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<td></td>
<td></td>
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<td></td>
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<td>Amendments to the Text of this Title</td>
<td>16-2-6</td>
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<td>✓</td>
<td></td>
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<td></td>
<td>✓</td>
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<td>Appeals to Board</td>
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<td></td>
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<td>Conditional Use Permits</td>
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<td>R</td>
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<td>D A</td>
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<td>Development Agreements</td>
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<td></td>
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<td>As stated in Agreement</td>
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<tr>
<td>Floodplain Dev't. Permit and Floodplain Variances</td>
<td></td>
<td></td>
<td></td>
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<td>See Chapter 16-4 for applicable procedures and standards</td>
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<td>Preliminary Plat</td>
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<td>✓</td>
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<td>Final Plat</td>
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<td>R</td>
<td>D</td>
<td>✓</td>
<td>✓</td>
<td>60 days to record</td>
</tr>
<tr>
<td>Simultaneous Review</td>
<td></td>
<td>✓</td>
<td>R</td>
<td>D</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Preliminary Plat/Final</td>
<td></td>
<td>✓</td>
<td>R</td>
<td>D</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Plat</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recorded Final Plat</td>
<td></td>
<td></td>
<td></td>
<td>None</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minor Subdivision</td>
<td></td>
<td></td>
<td></td>
<td>16-2-11</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Preliminary Plat</td>
<td>✓</td>
<td>D</td>
<td>A</td>
<td>6 months to submit Final Plat</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Final Plat</td>
<td></td>
<td>D</td>
<td>A</td>
<td>60 days to record</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recorded Final Plat</td>
<td></td>
<td></td>
<td></td>
<td>None</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonconforming Lots</td>
<td>16-9-4</td>
<td>✓</td>
<td>R</td>
<td>✓</td>
<td>✓</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Official Zoning Map Amendments (Rezonings)</td>
<td>16-2-7</td>
<td>✓</td>
<td>R</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>None</td>
</tr>
<tr>
<td>PUD and TSA Rezonings</td>
<td>16-2-7</td>
<td>✓</td>
<td>R</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>None</td>
</tr>
<tr>
<td>Temporary Use Permits</td>
<td>16-2-14</td>
<td>✓</td>
<td>D</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>As stated in Permit</td>
</tr>
<tr>
<td>Unlisted Use Classifications</td>
<td>16-5-1.B</td>
<td>✓</td>
<td>D</td>
<td>✓</td>
<td></td>
<td></td>
<td>None</td>
</tr>
<tr>
<td>Zoning Site Plan</td>
<td>16-2-9</td>
<td></td>
<td>D</td>
<td>✓</td>
<td></td>
<td></td>
<td>3 years</td>
</tr>
<tr>
<td>Zoning Variances</td>
<td>16-2-16</td>
<td>✓</td>
<td>R</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>180 days</td>
</tr>
</tbody>
</table>

CM/D = City Manager or Designee (Including the Development Review Team)
PCC = Planning and Zoning Commission
CC = City Council
BAA = Board of Adjustment and Appeals

1 Notice Required: See Table 16-2-3.1 Summary of Mailed Notice Requirements
Section 2. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 1, Paragraph B, Table 16-1.1, entitled *Summary of Dimensional Requirements for Principal Structures* of the Englewood Municipal Code 2000, to read as follows:

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

<table>
<thead>
<tr>
<th>R-1-A District</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Unit Dwelling</td>
<td>9,000</td>
<td>None</td>
<td>35</td>
<td>75</td>
<td>32</td>
<td>25</td>
</tr>
<tr>
<td>One-Unit Dwelling on a Small Lot [5]</td>
<td>6,000</td>
<td>None</td>
<td>40</td>
<td>50</td>
<td>32</td>
<td>25</td>
</tr>
<tr>
<td>One-Unit Dwelling on an Urban Lot [6]</td>
<td>3,000</td>
<td>None</td>
<td>40</td>
<td>25</td>
<td>32</td>
<td>25</td>
</tr>
<tr>
<td>All Other Allowed Uses</td>
<td>24,000</td>
<td>None</td>
<td>35</td>
<td>200</td>
<td>32</td>
<td>25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>R-1-B District</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Unit Dwelling</td>
<td>7,200</td>
<td>None</td>
<td>40</td>
<td>60</td>
<td>32</td>
<td>25</td>
</tr>
<tr>
<td>One-Unit Dwelling on a Small Lot [5]</td>
<td>6,000</td>
<td>None</td>
<td>40</td>
<td>50</td>
<td>32</td>
<td>25</td>
</tr>
</tbody>
</table>

5
<table>
<thead>
<tr>
<th>District</th>
<th>One-Unit Dwelling on an Urban Lot [6]</th>
<th>All Other Allowed Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-1-C District</td>
<td>3,000 [7] None 40 25 [71] 32 25 3 20 All Other 24,000 None 40 200 32 25 25 25</td>
<td></td>
</tr>
<tr>
<td>One-Unit Dwelling</td>
<td>6,000 None 40 50 32 25 5 20 Current Uses</td>
<td></td>
</tr>
<tr>
<td>All Other Allowed Uses</td>
<td>24,000 None 40 200 32 25 25 25</td>
<td></td>
</tr>
<tr>
<td>R-2-A District</td>
<td>6,000 None 40 50 32 25 5 20 Current Uses</td>
<td></td>
</tr>
<tr>
<td>One-Unit Dwelling</td>
<td>4,000 None 35 40 40 32 25 3 20</td>
<td></td>
</tr>
<tr>
<td>One-Unit Dwelling on a Small Lot [5]</td>
<td>Multi-Unit Dwelling (Maximum 2 units)</td>
<td></td>
</tr>
<tr>
<td>All Other Allowed Uses</td>
<td>24,000 None 60 200 32 25 25 25</td>
<td></td>
</tr>
<tr>
<td>District</td>
<td>One-Unit Dwelling</td>
<td>One-Unit Dwelling on a Small Lot [5]</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>R-2-B District</td>
<td>6,000</td>
<td>None</td>
</tr>
<tr>
<td>MU-R-3-A District</td>
<td>6,000</td>
<td>None</td>
</tr>
<tr>
<td>One-Unit Dwelling on a Small Lot [5]</td>
<td>4,000</td>
<td>None</td>
</tr>
<tr>
<td>One-Unit Dwelling on an Urban Lot [6]</td>
<td>3,000</td>
<td>None</td>
</tr>
<tr>
<td>Multi-Unit Dwelling (Maximum Units Based on Lot Area &amp; Lot Width)</td>
<td>3,000 per unit</td>
<td>None</td>
</tr>
<tr>
<td>All Other Allowed Uses</td>
<td>24,000</td>
<td>None</td>
</tr>
<tr>
<td>Lot Width</td>
<td>Private Off-Street Parking Lots</td>
<td>Office, Limited</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td></td>
<td>12,000 None 70 None n/a 25 15 15</td>
<td>15,000 1.5 (Excluding the gross floor area of parking structures) 50 None 32 25 15 25</td>
</tr>
<tr>
<td></td>
<td>3,000 None 40 25 32 15 3 20</td>
<td>Multi-Unit Dwelling (Maximum Units Based on Lot Area &amp; Lot Width) 2-4 units: 3,000 per unit; Each additional unit over 4 units: 1,000 per unit [4] None 75 None 2-4 units: 32 More than 4 units: 60 15 2-4 units: 5 More than 4 units: 15 25</td>
</tr>
<tr>
<td></td>
<td>24,000 1.5 (Excluding the gross floor area of parking structures) 75 None 60 15 15 [3] 25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>24,000 None 75 None 60 15 15 25</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
- [7] Represents additional units.
<table>
<thead>
<tr>
<th>Dwelling Type</th>
<th>Allowed Uses</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Height</th>
<th>Backset</th>
<th>Setback</th>
<th>Lot Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Unit Dwelling</td>
<td>6,000</td>
<td>None</td>
<td>40</td>
<td>15</td>
<td>10</td>
<td>20</td>
<td>None</td>
</tr>
<tr>
<td>One-Unit Dwelling on a Small Lot</td>
<td>4,000</td>
<td>None</td>
<td>35</td>
<td>15</td>
<td>10</td>
<td>20</td>
<td>None</td>
</tr>
<tr>
<td>One-Unit Dwelling on an Urban Lot</td>
<td>2,000</td>
<td>None</td>
<td>25</td>
<td>15</td>
<td>10</td>
<td>20</td>
<td>None</td>
</tr>
<tr>
<td>Multi-Unit Dwelling</td>
<td>6,000</td>
<td>None</td>
<td>75</td>
<td>15</td>
<td>10</td>
<td>20</td>
<td>None</td>
</tr>
<tr>
<td>Office, Limited</td>
<td>6,000</td>
<td>None</td>
<td>75</td>
<td>15</td>
<td>10</td>
<td>20</td>
<td>None</td>
</tr>
<tr>
<td>All Other Allowed Uses</td>
<td>24,000</td>
<td>None</td>
<td>75</td>
<td>15</td>
<td>10</td>
<td>20</td>
<td>None</td>
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</tbody>
</table>

M-1, M-2, M-O-2 Districts (See Table 16-6-1.1a)

MU-B-1 District (See Additional Regulations Following the Table)

<table>
<thead>
<tr>
<th>Dwelling Type</th>
<th>Allowed Uses</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Height</th>
<th>Backset</th>
<th>Setback</th>
<th>Lot Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Live/Work Dwelling</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>100</td>
<td>0</td>
<td>5</td>
<td>None</td>
</tr>
<tr>
<td>Multi-Unit Dwelling [4]</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>100</td>
<td>0</td>
<td>5</td>
<td>None</td>
</tr>
<tr>
<td>All Other Allowed Uses</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>100</td>
<td>0</td>
<td>5</td>
<td>None</td>
</tr>
</tbody>
</table>

MU-B-2 District (See Additional Regulations Following the Table)

<table>
<thead>
<tr>
<th>Dwelling Type</th>
<th>Allowed Uses</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Height</th>
<th>Backset</th>
<th>Setback</th>
<th>Lot Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-Unit Dwelling [4]</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>60</td>
<td>0</td>
<td>5</td>
<td>None</td>
</tr>
<tr>
<td>All Other Allowed Uses</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>60</td>
<td>0</td>
<td>5</td>
<td>None</td>
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</tbody>
</table>

TSA District

*Please refer to Section 16-6-14 EMC, of this Chapter*
and the applicable Station Area Design Standards and Guidelines for intensity and dimensional standards.

<table>
<thead>
<tr>
<th>I-1 AND I-2</th>
<th>None</th>
<th>2:1</th>
<th>None</th>
<th>None</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uses Except</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufactured Home Parks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufactured Home Parks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notes to Table:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[1] The minimum side setback stated in this table for one-unit attached and multi-unit dwellings shall apply to the entire dwelling structure, and not to each individual dwelling unit located in the structure.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[2] The minimum side setback standard for principal residential dwellings in the residential (R) zone districts, as stated in this Table, shall apply to such dwellings that existed on the Effective Date of this Title. However, principal residential dwellings existing on the Effective Date of this Title, and which as of that date are not in compliance with the minimum side setback standards established in this Table, shall not be considered nonconforming structures due solely to the dwelling's noncompliance with the minimum side setback. Such dwellings are &quot;grandfathered,&quot; and shall be considered legal, conforming structures for the purposes of sale and development under this Title and other City building and safety regulations. See Section 16-9-3 (Nonconforming Structures), below.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[3] The minimum separation between principal buildings located on the same or adjoining lots, whether or not the lots are under the same ownership, shall be fifteen feet (15').</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[4] See Section 16-6-1.C for additional dimensional standards appropriate to the zone district.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>[6] Urban lot of record that contained or contains a one-unit dwelling that existed on or before the Effective Date of this Title (February 23, 2004). Vacant Urban Lots follow same process as Nonconforming Lots, see Section 16-9-4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| [7] For Urban Lots with less than 3,000 sq. ft. of Lot Area or less than 25 ft. of Lot Width follow same process as Nonconforming Lots, see Section 16-9-4.
Section 3. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 6, Section 1, Paragraph B, Table 1.a, entitled *Summary of Dimensional Requirements for Principal Structures Located Within Medical Zone Districts and Overlays* of the Englewood Municipal Code 2000, to read as follows:

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Live/Work Dwelling</td>
<td>6,000 [4]</td>
<td>None</td>
<td>None</td>
<td>32</td>
<td>10,000 [4]</td>
<td>0 and no more than 10</td>
<td>NA</td>
<td>0 and no more than 10</td>
<td>5</td>
<td>0</td>
<td>5</td>
<td>5 [4]</td>
<td></td>
</tr>
<tr>
<td>One-Unit Dwelling</td>
<td>6,000</td>
<td>40</td>
<td>50</td>
<td>32</td>
<td>NA</td>
<td>15</td>
<td>NA</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>One-Unit Dwelling on a Small Lot [5]</td>
<td>4,000</td>
<td>35 40</td>
<td>40</td>
<td>32</td>
<td>NA</td>
<td>15</td>
<td>NA</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>All Other Allowed Uses</td>
<td>6,000 [4]</td>
<td>None</td>
<td>None</td>
<td>Height Zone 1:145 Height Zone 2:60 Height Zone 3:32 [4]</td>
<td>10,000 [4]</td>
<td>0 and no more than 10</td>
<td>20 [4]</td>
<td>0 and no more than 10</td>
<td>5</td>
<td>0</td>
<td>5</td>
<td>5 [4]</td>
<td></td>
</tr>
</tbody>
</table>

Notes to Table:
[1] The minimum side setback stated in this table for one-unit attached and multi-unit dwellings shall apply to the entire dwelling structure, and not to each individual dwelling unit located in the structure.
[2] The minimum side setback standard for principal residential dwellings in the residential (R) zone districts, as stated in this table, shall apply to such dwellings that existed on the effective date of this Title. However, principal residential dwellings existing on the effective date of this Title, and which as of that date are not in compliance with the minimum side setback standards established in this table, shall not be considered non-conforming structures due solely to the dwelling's non-compliance with the minimum side setback. Such dwellings are "grandfathered," and shall be considered legal, conforming structures for the purposes of sale and development under this Title and other City building and safety regulations. See section 16-9-3 (Non-Conforming Structures), below.
[3] The minimum separation between principal buildings located on the same or adjoining lots, whether or not the lots are under the same ownership, shall be fifteen feet (15').
[4] See section 16-6-1.C for additional dimensional standards appropriate to the zone district.
[6] Urban lot of record that contains or contains a one-unit dwelling that existed on or before the Effective Date of this Title (February 23, 2004). Vacant Urban Lots follow same process as Nonconforming Lots, see Section 16-9-4.
[7] For Urban Lots with less than 3,000 sq. ft. of Lot Area or less than 25 ft. of Lot Width follow same process as Nonconforming Lots, see Section 16-9-4.
Section 4. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 9, Section 4, entitled Nonconforming Lots of the Englewood Municipal Code 2000, to read as follows:

16-9-4: Nonconforming Lots.

A. Nonconforming Vacant-Lot.

1. A nonconforming vacant lot may be used only for a use permitted in the zone district in which the lot is located. The City Manager or designee Planning and Zoning Commission may waive or modify minimum open-space lot coverage, parking lot area, bulk plane, height, setback, or lot width, or other requirements for any nonconforming lot if he/she finds that the proposed development meets the criteria listed below:

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

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

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

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

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

2. Any appeal from the City Manager or designee's decision shall be to the Board. The Planning and Zoning Commission's decision on any development of a nonconforming lot shall be made at a public hearing that has been published and posted as required in Section 16-2-3(G) of this Title.

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

4. No nonconforming lot shall be further subdivided or shall have its boundaries altered in any manner that would compound, expand, or extend the nonconforming characteristic(s) of the lot.

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

13
Lot, Urban: A legal lot of record existing on the effective date of this Title (February 23, 2004) where the lot width or lot area is less than the minimum standard for a one-unit dwelling on a small lot in the zone district in which the lot is located.

Section 6. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 7. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or it application to other persons or circumstances.

Section 8. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 9. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 10. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 21st of July, 2014.

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

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

A Public Hearing was held on August 4, 2014.

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

Published by title in the City’s official newspaper as Ordinance No. 25, Series of 2014, on the 5th day of September, 2014.

Published by title on the City’s official website beginning on the 3rd day of September, 2014 for thirty (30) days.
This Ordinance shall take effect thirty (30) days after publication following final passage.

Randy P. Penn, Mayor

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 2014.
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110
Cynthia Brown

Englewood, CO 80113

October 21, 2015

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

Re: Appeal Zoning Decision 4635 S Pearl

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

Sincerely,

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

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

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

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

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

Jeremy and Cassandra Letkomiller
TO: Dan Brozman, City Attorney

FROM: Michael Flaherty, Deputy City Manager

DATE: October 9, 2015

SUBJECT: Loan agreement default – Adam Baltrunas. 4756 S. Acoma

I have attached two recent notices that I have mailed to Adam Baltrunas regarding the default on his promissory note of September 12, 1996. The default is the result of Mr. Baltrunas failing to comply with terms of the promissory note and deed of trust, specifically that the housing unit being used other than as the owner’s primary residence. The promissory note, the original deed of trust, both dated September 12, 1996, and the assignment of the deed of trust from the Englewood Housing Authority to the City of Englewood, dated March 13, 2104, are attached.

Under the terms of the promissory note, if the makers are in default, the interest rate shall increase to 12% per annum and the holder shall have the right to declare the promissory note to be due and payable immediately. The owner is in default due to the fact the Mr. Baltrunas no longer resides at the housing unit.

I ask that the City pursue collection as provided under the terms of the promissory note.
Complete This Section

- Complete Items 2 and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

   Adam Baltrunas

   Denver, CO 80204-2549

COMPLETE THIS SECTION ON DELIVERY

A. Signature: [X]

B. Received by (Printed Name):

C. Type of Delivery:

D. Is delivery address different from item 1? [ ] Yes [ ] No

If YES, enter delivery address below:

2. Article Number (Transfer from service label):

   7015 0640 0007 0622 1038

3. Service Type:
   [ ] Priority Mail Express®
   [ ] Registered Mail®
   [ ] Certified Mail®
   [ ] Collect on Delivery
   [ ] Collect on Delivery Restricted Delivery
   [ ] Signature Confirmation
   [ ] Delivery Confirmation

PS Form 3811, April 2015 PSN: 7530-02-000-9693 Domestic Return Receipt
September 8, 2015

Dear Mr. Baltrunas:

I have received no formal response to my letter of July 28, 2015 noticing you of the default on your loan with the City of Englewood. Based on the default, the balance of $25,000 is now due and payable, with interest accruing at the rate of twelve percent (12%) per annum.

Failure to comply with this notice within 10 days will result in the City of Englewood pursuing legal action including, but not limited to, initiation of foreclosure proceedings through the Arapahoe County Public Trustee.

Please contact me at 303-762-2314 with questions concerning this matter.

Sincerely,

Michael Flaherty
Deputy City Manager
Interim Director for Community Development

Attachment: Default Letter dated July 28, 2015

cc:
Brandon Williams

Wheat Ridge, CO 80212-7050
**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

**COMPLETE THIS SECTION ON DELIVERY**

<table>
<thead>
<tr>
<th>A. Signature</th>
<th>Agent Addressed at Delivery</th>
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<tbody>
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D. Is delivery address different from item 1?  
☐ Yes  ☐ No  
If YES, enter delivery address below:

<table>
<thead>
<tr>
<th>3. Service Type</th>
<th>4. Return Receipt for Merchandise</th>
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**PS Form 3811, April 2015, psN 7630-02-000-9654**
July 28, 2015

Mr. Adam Baltrunas
80204-2549

Re: Notice of Loan Default to City of Englewood Housing Rehabilitation Fund

Dear Mr. Baltrunas:

It has come to the City's attention that you no longer reside at 4756 South Acoma Street. This letter serves as notice that you are in default of your loan obligation to City of Englewood Housing Rehabilitation Fund as set forth in the Promissory Note dated September 12, 1996.

Pursuant to said Promissory Note, the loan balance of $25,000 is now due and payable in full and must be received by the City no later than 10 days from the date of this notice. You are further notified that if full payment is not received by the specified time, the interest rate shall automatically increase to twelve percent (12%) per annum from the time the default occurred until the same has been fully cured.

Failure to comply with this Notice may result in the City of Englewood pursuing further legal action including, but not limited to, initiation of foreclosure proceedings through the Arapahoe County Public Trustee.

Please contact me at 303-762-2314 with questions concerning this matter.

Michael Hanerty, Deputy City Manager/Interim Director of Community Development

C: Brandon Williams
PROMISSORY NOTE

After date, for value received, Valerie A. Griffin and Adam C. Baltrunas promise to pay to the order of the HOUSING AUTHORITY OF THE CITY OF ENGLEWOOD, a Colorado body corporate and politic, the total principal sum of TWENTY-FIVE THOUSAND & 00/100 DOLLARS ($ 25,000.00), together with interest on the unpaid balance thereon as follows:

(A) The principal amount of $ NA, plus interest thereon at the rate of NA % per annum, from the date of this promissory note, payable in monthly installments of $ NA, principal and interest, commencing on the first day of NA, 19 __ and continuing on the first day of each month thereafter until said principal and interest have been paid in full. All payments on this promissory note shall be credited first against accrued and unpaid interest, and the balance of every payment shall be credited in reduction of the principal. All payment shall become due in full upon sale or conveyance of the property by the makers of the said promissory note.

(B) The principal amount of $ 25,000.00, plus interest thereon at the rate of -0- % per annum, from the date of this promissory note, payable in full upon sale, conveyance, death or other transfer of the property, or if the housing unit is used other than as the owner's primary housing unit.

This promissory note may be prepaid, in whole or in part at any time, without penalty. All prepayments, if any, shall be credited and applied against the very last payment or payments which would otherwise have to be made on this promissory note.

This note is secured by a Deed of Trust, recorded in the Office of the Clerk and Recorder for the County of Arapahoe, State of Colorado, on real property known as: 4756 S. Acoma Street, Englewood, Colorado.

If the makers of this promissory note fail to make any payment of principal and interest within fifteen (15) days after the date on which such payment was due and should have been made, then they shall and must pay a delinquency charge of $ NA, to the payee of the said note.

In addition, if the makers become guilty of a breach or default on any payment called for by this promissory note, or under the terms and provisions of any deed of trust or other instrument securing this promissory note, which breach or default is not fully cured within ten (10) days after the holder of this promissory note has notified the makers of the same, then (1) the interest rate on this promissory note shall, automatically, increase to 12.0 % per annum from the time such breach or default occurred until the same has been fully cured, and (2) the holder of this promissory note shall, automatically, have the right and option to declare and cause the entire unpaid balance of the principal and all accrued and unpaid interest owing on the said promissory note to be immediately due and payable. The makers and endorsers of this promissory note, jointly and severally, waive presentment for payment, protest, notice of non-payment and of protest, and they agree to any extensions of the time for any payments called for by this promissory note and to partial payments before, at or after maturity of any of the payments herein called for. The makers and endorsers hereof further, jointly and severally, agree that if this promissory note is placed into the hands of an attorney for collection, then they will be liable for all reasonable collection costs including reasonable attorney's fees.

Dated this 12th day of September, 1996.

Maker Valerie A. Griffin

Maker Adam C. Baltrunas

4/87
ASSIGNMENT OF DEED OF TRUST OR MORTGAGE DEED

April 20, 1999  Date of Assignment
City of Englewood – Housing Rehabilitation
Assignee
1000 Englewood Pkwy
Assignor
Englewood, CO 80110
Address
Housing Authority of the City of Englewood
Assignee
Englewood, CO 80113
City
September 12, 1996  Date of Deed of Trust
October 4, 1996  Recording Date of Deed of Trust
Arapahoe
County of Recording
A6128800  Recording Information of Deed of Trust

KNOW ALL MEN BY THESE PRESENTS that Valerie A. Griffin and Adam C. Baltrunas did grant, bargain, sell and convey the property described in the Deed of Trust or Mortgage Deed, herein referred to as Deed of Trust, to the Public Trustee in the County in which said Deed of Trust was recorded, to be held in trust to secure the payment of a Promissory Note for the original principal sum of TWENTY-FIVE THOUSAND & 00/100 ($25,000.00) dollars, together with interest.

NOW THEREFORE, in consideration of the sum of ZERO & 00/100 ($0.00) dollars, paid to the assignor, the receipt and sufficiency of which is hereby acknowledged, the said assignor hereby assigns unto the said assignee, and assignee accepts assignment per City of Englewood Ordinance No. 23, Series 1999, the said Deed of Trust and note secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisions therein contained, and the said assignor hereby grants and conveys unto the said assignee, the following described property, situate in the County of Arapahoe, State of Colorado, to wit:

Lots 13 and 14, Block 8, LEELAND HEIGHTS

Also Known by street and number as: 4756 S. Acoma Street, Englewood, Colorado 80110

TO HAVE AND TO HOLD the said Deed of Trust and note, and also the said property unto the said assignee forever, subject to the terms contained in said Deed of Trust and note.

And the said assignor hereby covenants with the assignee that the said Deed of Trust and note hereby assigned is a good and valid security and that the sum of TWENTY-FIVE THOUSAND & 00/100 ($25,000.00) dollars remains unpaid on the said note and that the said assignor has not done or permitted any act, matter or thing whereby the said Deed of Trust has been released or discharged, either partly or in entirety and has the right to assign said Deed of Trust and note and will upon request, do, perform and execute every act necessary to enforce the full performance of the covenants and agreements therein contained. This assignment and the covenants herein shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the assignor has executed this assignment the day and year first above written.

By: Renee Tullius, Executive Director

Arapahoe  

The foregoing instrument was acknowledged before me the March, 2013, by Renee

Tuullius, Executive Director, Housing Authority of the City
Deed of trust recorded April 16, 1985 for $37,000 payable to Emma B. Schissler and Melvin G. Schissler

and the above described property in the joint and several tenures of the assignor, and every person or persons lawfully claiming or holding any estate in the property hereby conveyed and set out of said trust and condemnatory judgment liens and encumbrances whatever, except

AND THAT IN CASE OF ANY DEFAULT whereby the right of foreclosure occurs hereunder, the holder of said note or certificate of purchase shall at once become entitled to the possession and enjoyment of the property described, and to the rents, profits and income thereof, from the accruing of the same, and the possession of said property may be recovered by virtue of any writ or other action or proceeding, and all terms hereof shall be made payable, if not paid according to the terms of said note, certificate of purchase or the deed of trust, and shall be delivered to the person entitled thereto, and the whole of said property may be recovered by any equitable or legal proceeding for the removal of any云云。
DEED OF TRUST

THIS INDENTURE, Made this 12th day of September, 1996, between Valerie A. Griffin and Adam C. Baltrunas

whose address is 4756 S. Acoma St., Englewood, CO 80110

hereinafter referred to as grantor, and the Public Trustee of the

Arapahoe

County of

Witnesseth, that, WHEREAS, Valerie A. Griffin and Adam C. Baltrunas has executed a promissory note or notes, hereinafter referred to in the singular, dated principal sum of TWENTY-FIVE THOUSAND & 00/100 ($25,000.00) payable to the order of Housing Authority of the City of Englewood

whose address is Englewood, CO 80110

at the rate of zero per cent per annum, payable in full upon sale, conveyance, death or other transfer of the property, or if the housing unit is used other than as the owner's primary housing unit.

AND WHEREAS, the grantor is desirous of securing payment of the principal and interest of said promissory note or notes, hereinafter referred to in the singular, dated principal sum of TWENTY-FIVE THOUSAND & 00/100 ($25,000.00) payable to the order of Housing Authority of the City of Englewood

WHEREAS, Valerie A. Griffin and Adam C. Baltrunas, as aforesaid, does hereby grant, bargain, sell and convey unto the Public Trustee in trust forever, the following described property, to-wit:

NOW THEREFORE, the grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said Public Trustee in trust forever, the following described property, to-wit:

Lands and the Right, Title, Interest, Benefit and Equity of Redemption, in the following described property, to-wit:

Lands and the Right, Title, Interest, Benefit and Equity of Redemption, in the following described property, to-wit:

Arapahoe County:

Lots 13 and 14,

Block 8,

LEELAND HEIGHTS

situate in the County of Arapahoe, State of Colorado, to-wit:

4756 S. Acoma Street, Englewood, Colorado 80110

and also known by street and number as

4756 S. Acoma Street, Englewood, Colorado 80110

To have and to hold the same, together with all and singular the privileges and appurtenances thereunto belonging: In trust nevertheless, that in case of default in the payment of said note or any part thereof, or in the payment of the interest accrued according to the tenor and effect of said note, or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the beneficiary hereunder or the legal holder of the promissory note for insurance, taxes and assessments, with interest thereon at the rate of

PERCENT PER ANNUM, accruing the interest, if any, unto those persons entitled thereto as a matter of law. Said sale and said deed to make shall be a personal tax, both in law and equity, against said grantor and all other persons claiming the said property, or any part thereof, by, from, through or under the grantor. The holder of said note may purchase said property or any part thereof, and it shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.  

No. 344A. Rev. 12-93. DEED OF TRUST (Public Trustee) Win. Date on Set Classes ©

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