



**October 10, 2016**

**Regular City Council Meeting, 7:00 PM**

***The meeting will commence at the end of the Study Session,  
but in no event will it begin earlier than 7:00 PM***

**City Council Chambers**

**13133 E. Arapahoe Road**

**Centennial, Colorado 80112**

**[www.centennialco.gov](http://www.centennialco.gov)**

## **AGENDA**

*Meeting Protocols:*

***PLEASE TURN OFF CELL PHONES; BE RESPECTFUL AND TAKE PERSONAL CONVERSATIONS INTO THE LOBBY AREA.***

*The Centennial City Council Meetings are audio streamed live on the City's website. Please remember to mute the volume on your laptop computers and to turn off all cell phones as they may cause interference with the microphones and audio streaming.*

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment

*The Public Comment section offers an opportunity for any citizen to express opinions or ask questions regarding City services, policies or other matters of community concern, and any agenda items that are not a part of a scheduled public hearing. Citizens will have three minutes for comments if they are speaking as an individual, or five minutes if speaking on behalf of a group or organization. These time limits were established to provide efficiency in the conduct of the meeting and to allow equal opportunity for everyone wishing to speak. An immediate response should not be expected, as issues are typically referred to City staff for follow-up or research and are then reported back to Council and the individual who initiated the comment or inquiry.*

*Written materials for presentation to Council may be submitted to the City Clerk as the speaker approaches the podium. The City's computer presentation equipment is not available for general public use, although applicants are permitted to display relevant illustrations and material useful in informing the Council and public of a project. The public may, however, use the document camera for visual presentation of materials, if desired.*

5. Scheduled Presentations (None)
6. Consideration of Communications, Proclamations and Appointments (None)

## **CONSENT AGENDA**

*The Consent Agenda can be adopted by a simple motion. The Consent Agenda will be read aloud prior to a vote on the motion. Any Consent Agenda item may be removed from the Consent Agenda at the request of a Council Member for individual consideration.*

7. Consideration of Ordinances on First Reading (None)
8. Consideration of Resolutions
  - a. RESOLUTION NO. 2016-R-63, A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF CENTENNIAL, COLORADO, APPROVING AN OPEN SPACE FUND GRANT FUNDING PARTICIPATION INTERGOVERNMENTAL AGREEMENT FOR 2016 ADDITIONAL FUNDING BETWEEN THE CITY AND SOUTH SURBURBAN PARK AND RECREATION DISTRICT (Greer)
  - b. RESOLUTION NO. 2016-R-69, A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF CENTENNIAL, COLORADO, APPROVING AN AGREEMENT WITH THE CITY MANAGER JOHN DANIELSON FOR HIS SEPARATION, WAIVER, AND RELEASE OF CLAIMS FOLLOWING HIS RESIGNATION AND FOR CONTINUING CONSULTATION AND ASSISTANCE (Widner)
9. Consideration of Other Items
  - a. Minutes
    - i. Study Session      October 3, 2016
    - ii. Regular Meeting    October 3, 2016
    - iii. Special Meeting    October 5, 2016

## **DISCUSSION AGENDA**

10. Consideration of Land Use Cases (None)
11. Consideration of Ordinances (None)
12. Consideration of Resolutions (None)
13. Consideration of Other Items
  - a. General
    - i. Commercial Parking and Use of Right of Way - Sub-Committee Update

## **GENERAL BUSINESS**

14. Other Matters as May Come Before Council
  
15. Reports
  - a. City Manager
  - b. City Attorney
  - c. City Clerk
  - d. Council Members
  
16. Mayor's Report and Comments
  
17. Executive Session
  - a. Executive Session Pursuant to C.R.S. Section 24-6-402(e) and (b) to Receive Legal Advice, Devise Negotiation Strategy, and Instruct Negotiators Concerning the Dry Creek Pedestrian Bridge Project and Funding Proposal
  
  - b. Executive Session Pursuant to C.R.S. Section 24-6-402(e) and (b) to Receive Legal Advice, Devise Negotiation Strategy, and Instruct Negotiators Concerning Transportation Issues Regarding the Marvella Development
  
18. Adjourn

*Please call 303-754-3324 at least 48 hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting, or for any additional information.*



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## Staff Report

TO: Honorable Mayor Noon and Members of City Council

THROUGH: John Danielson, City Manager  
Elisha Thomas, Deputy City Manager  
Linda Gregory, Deputy Finance Director

FROM: Steven Greer, Community Development Director

DATE OF MEETING: October 10, 2016

DATE OF SUBMITTAL: September 23, 2016

SUBJECT: Resolution No. 2016-R-63, A Resolution Approving The City Of Centennial Open Space Fund Grant Funding Participation Intergovernmental Agreement With South Suburban Parks And Recreation District- 2016 Additional Funding

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### **1. Executive Summary:**

Staff is presenting Resolution No. 2016-R-63 seeking Council approval of an additional 2016 funding agreement between the City of Centennial and the South Suburban Parks and Recreation District (the "District") for Little Dry Creek Trail Improvements ("2016 Additional Funding Agreement").

Approving Resolution 2016-R-63 will extend the expired 2014 agreement so that the trail improvements that have been under construction for Little Dry Creek can be completed. The new agreement would use the funding that was already approved in the previous agreement to extend the deadline and complete the project as initially approved.

### **2. Discussion:**

The City has routinely appropriated Open Space funds for South Suburban Parks and Recreation District and Arapahoe Park and Recreation District for improvements to trails, parks and recreational amenities. The funding agreement is a contract between the City and the districts that sets forth the requirements and conditions required by the City in order to receive funding and ensures that the funding provided is spent on approved projects. The agreement is drafted by the City Attorney's Office and includes many funding specific contract requirements.

In 2014, the City entered into a funding agreement with the District to fund eight projects, six of which have been completed. The 2014 agreement funds were all expended with the exception of \$75,000 for Little Dry Creek Trail Improvements and \$35,000 for Little Dry Creek Trail (Xanthia to Yosemite) (together known as the "Project"). While the trail improvements are substantially complete between Xanthia and Yosemite, the sidewalk improvements to complete the project were not constructed before the contract expired in April 2016 (the 2014 agreement had a two year effective term). The remaining sidewalk improvements have been put out for bid and the original funds agreed to in the expired 2014 contact are sufficient to complete the

project. While Council approved a 2016 funding agreement with the District earlier this year, funding for the Project was not included in that agreement as the 2014 agreement was still in effect as of the time that Council approved the 2016 agreement. Thus, as the Project has not yet been completed, the City and the District need to enter into a new agreement to revive the City obligation to participate in funding the Project.

The Project total budget is \$220,000 and the City and District would each contribute half of the cost. The \$110,000 in funding was initially part of the 2014 Budget for the Project and has been carried forward in the Open Space Budget in subsequent years, therefore the funds are still available to use without additional budget impact.

Resolution 2016-R-63 (Attachment 1) effectively approves a new 2016 Additional Funding Agreement to provide funding for the Project. No other projects are included in this agreement.

**3. Recommendation:**

Staff recommends City Council approve Resolution 2016-R-63.

**4. Alternatives:**

City Council could choose to direct staff to modify the 2016 Additional Funding Agreement or could deny the Resolution, effectively terminating funding for the Project.

**5. Fiscal Impact:**

Approving Resolution 2016-R-63 will approve the 2016 Additional Funding Agreement and the City will then use \$110,000 from the Open Space Fund for the Project as set forth in such 2016 Additional Funding Agreement. The 2014 Budget anticipated \$110,000 in funding for the Project, which amount has been carried forward in the Open Space Budget in subsequent years and is still available to use without additional budget impact.

**6. Next Steps:**

If City Council approves Resolution 2016-R-63, the Mayor will execute the 2016 Additional Funding Agreement and staff will ensure that the terms and conditions of the 2016 Additional Funding Agreement are met. No further action will be required of City Council.

**7. Previous Actions:**

Council approved the 2014 funding agreement on April 14, 2014 and the 2016 funding agreement on March 23, 2016.

**8. Suggested Motion:**

Approval of the Consent Agenda will affect approval of Resolution 2016-R-63. If Resolution 2016-R-63 is removed from the Consent Agenda and placed on the Discussion Agenda, City Council may use the following suggested motions:

Motion to Approve: I MOVE TO APPROVE RESOLUTION NO. 2016-R-63, A RESOLUTION APPROVING THE CITY OF CENTENNIAL OPEN SPACE FUND GRANT FUNDING PARTICIPATION INTERGOVERNMENTAL AGREEMENT WITH SOUTH SUBURBAN PARKS AND RECREATION DISTRICT- 2016 ADDITIONAL FUNDING

Motion to Deny: I MOVE TO DENY APPROVAL OF RESOLUTION NO. 2016-R-63, A RESOLUTION APPROVING THE CITY OF CENTENNIAL OPEN SPACE FUND

GRANT FUNDING PARTICIPATION INTERGOVERNMENTAL AGREEMENT WITH  
SOUTH SUBURBAN PARKS AND RECREATION DISTRICT - 2016 ADDITIONAL  
FUNDING

**CITY OF CENTENNIAL,  
COLORADO**

**RESOLUTION NO. 2016-R-63**

**A RESOLUTION OF THE CITY COUNCIL APPROVING  
AN OPEN SPACE FUND GRANT FUNDING PARTICIPATION  
INTERGOVERNMENTAL AGREEMENT FOR  
2016 ADDITIONAL FUNDING BETWEEN THE CITY  
AND SOUTH SUBURBAN PARK AND RECREATION DISTRICT**

WHEREAS, the City of Centennial (“**City**”) is authorized to enter into contracts pursuant to its home rule authority and pursuant to C.R.S. § 31-15-101(c), and is authorized to fund and construct parks, open space and trails; and

WHEREAS, in 2003, voters in Arapahoe County, Colorado, (“**County**”) approved a countywide .25 percent sales and use tax with 50 percent of the sales taxes received to be shared with incorporated municipalities within the County (“**Countywide Open Space Tax**”) subject to an intergovernmental agreement with the County; and

WHEREAS, the Countywide Open Space Tax was extended through December 31, 2023, by the County voters at the general election held November 6, 2012, pursuant to County Resolution 110637; and

WHEREAS, by Resolution 2004-R-38, the City approved and entered into an Intergovernmental Agreement with the County for receipt of its pro rata share of the Countywide Open Space Tax (“**IGA**”) and, by Resolution 2013-R-02, the City approved and entered into a First Amendment to the IGA, agreeing to use such funds in accordance with County Resolutions 030381 and 110637, which uses are generally limited to (a) preserving urban and rural open space and natural areas, (b) protecting lands that preserve water quality in rivers, lakes and streams, (c) purchasing, developing, improving, providing, and maintaining new and existing neighborhood and regional parks, open space, sports fields, picnic facilities and multi-use trails, (d) protecting wildlife habitat and corridors, (e) protecting views, vistas and ridgelines, (f) preserving agriculture and ranch lands, and (g) enhancing and maintaining designated heritage areas; and

WHEREAS, the City has established an Open Space Fund for the acquisition of open space and park, trail, and recreation facility improvements to the greatest extent permitted by the purposes of the Countywide Open Space Tax and other funding sources, which Open Space Fund is funded by the City’s allocation from the Countywide Open Space Tax and from the City’s share of Conservation Trust Funds from the State of Colorado; and

WHEREAS, by Resolution No. 2008-R-22, the City adopted the Centennial Parks, Open Space, Trails and Recreation Master Plan (“**Master Plan**”) which identified the need for upgrades to existing parks and recreational facilities, acquisition of open space, and completion

of trail connections to enhance neighborhood access to the regional trail network within and along the City; and

WHEREAS, the City and South Suburban Park and Recreation District (“**Applicant**”) have previously entered into an intergovernmental agreement to fund improvements to the Little Dry Creek Trail (“**Project**”), dated April 17, 2014 (“**2014 Agreement**”), but the Project was not completed within the effective period of such 2014 Agreement; and

WHEREAS, the City and the Applicant have previously entered into an agreement dated March 23, 2016 (“**2016 Agreement**”), for funding certain 2016 projects but the Project was not included in the 2016 Agreement; and

WHEREAS, the City and Applicant desire to enter into another agreement to allow for City matching funding in support of the Project completion; and

WHEREAS, the Project is located within the City and is more fully defined and described in the Open Space Fund Grant Funding Participation Intergovernmental Agreement – 2016 Additional Funding attached hereto as *Exhibit A* (“**Agreement**”); and

WHEREAS, the City recognizes that the Project meets the evaluation criteria set forth in the City’s Master Plan and the Applicant is committed to completion of the Project which will benefit the health and welfare of Centennial residents and visitors; and

WHEREAS, the City desires to participate in completion of the Project with the Applicant by assisting in the funding of the Project as set forth in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Centennial, Colorado, as follows:**

Section 1. The City Council hereby (a) adopts the above recitations as findings of the City Council, (b) approves the Agreement attached hereto as Exhibit A and the use of City Open Space Funds for participating in funding the Little Dry Creek Trail Improvements Project as more fully described in the Agreement, all subject to proper further action by the City Council to budget and appropriate such Open Space Funds in ensuing fiscal years (c) authorizes the City Manager and the City Attorney, in consultation with the Mayor, to make such changes as may be needed to correct any nonmaterial errors or language that do not increase the obligations of the City, and (d) authorizes the Mayor to execute the same on behalf of the City.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the City Council.

ADOPTED by a vote of \_\_\_ in favor and \_\_\_ against, and \_\_\_ abstaining, this \_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Cathy A. Noon, Mayor

ATTEST:

Approved as to Form:

By: \_\_\_\_\_  
Barbara Setterlind, City Clerk

By: \_\_\_\_\_  
For City Attorney's Office

**EXHIBIT A**  
**OPEN SPACE FUND GRANT FUNDING PARTICIPATION**  
**INTERGOVERNMENTAL AGREEMENT – 2016 ADDITIONAL FUNDING**

**CITY OF CENTENNIAL  
OPEN SPACE FUND GRANT  
FUNDING PARTICIPATION INTERGOVERNMENTAL AGREEMENT  
2016 ADDITIONAL FUNDING**

**Funding Recipient:** **South Suburban Park and Recreation District** (also referred to as "**SSPRD**")

**Funding Recipient Business Address:** 6631 S. University Blvd.  
Centennial, CO 80121

**Project(s) Name:** South Suburban Park and Recreation District Little Dry Creek Trail Improvement Project ("**Project**")

**Project Description:** As set forth on **Exhibit A**

**Project Purpose:** As set forth on **Exhibit A**

**THIS GRANT FUNDING PARTICIPATION AGREEMENT ("**Agreement**")** is entered into by and between the Funding Recipient named above ("**Funding Recipient**") and the **CITY OF CENTENNIAL, COLORADO ("**City**")**, a Colorado home rule municipality, and is effective as of the last date of execution by the parties as set forth in the signature block below ("**Effective Date**"). The City and the Funding Recipient may each be referred to as a "**Party**" and collectively referred to as the "**Parties**."

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, the City is authorized to enter into contracts pursuant to C.R.S. §31-15-101, and is authorized to fund and construct parks, open space and trails; and

**WHEREAS**, Funding Recipient is a quasi-municipal corporation and political subdivision of the State of Colorado, formed pursuant to state statutes, and is authorized to construct, own and operate park, open space, trails and recreational facilities; and

**WHEREAS**, in 2003 and again in 2012, voters in Arapahoe County, Colorado, ("**County**") approved a countywide .25 percent sales and use tax with 50 percent of the sales taxes received to be shared with incorporated municipalities within the County ("**Countywide Open Space Funds**") subject to an intergovernmental agreement with the County; and

**WHEREAS**, by Resolutions 2004-R-38 and 2013-R-02, the City approved an intergovernmental agreement with the County for receipt of Countywide Open Space Funds and agreed to use such funds in accordance with County Resolutions 030381 and 110637, respectively, which uses are limited to: preserving urban and rural open space and natural areas; protecting lands that preserve water quality in rivers, lakes and streams; purchasing, developing, improving, providing, and maintaining new and existing neighborhood and regional parks, open space, sports fields, picnic facilities and multi-use trails; protecting wildlife habitat and corridors; protecting views, vistas and ridgelines; preserving agriculture and ranch lands; and enhancing and maintaining designated heritage areas; and

**WHEREAS**, the State of Colorado has established a Conservation Trust Fund ("**CTF**") which receives and distributes to eligible local governments on a per capita basis a percentage

of net state lottery proceeds to be used for acquisition, development, and maintenance of new conservation sites or for capital improvements or maintenance for recreational purposes on any public site; and

**WHEREAS**, the City established an Open Space Fund for the acquisition of open space and park, trail, and recreation facility improvements to the greatest extent permitted by the purposes of the Countywide Open Space Funds and the CTF funds and other funding sources, which Open Space Fund is funded by the City's allocation from the Countywide Open Space Funds and from the City's share of CTF funds; and

**WHEREAS**, by Resolution No. 2008-R-22, the City adopted the Centennial Parks, Open Space, Trails and Recreation Master Plan ("**Master Plan**") which identified the need for upgrades to existing parks and recreational facilities, acquisition of open space, and completion of trail connections to enhance neighborhood access to the regional trail network within, surrounding and along the City; and

**WHEREAS**, the City recognizes that the Project meets the evaluation criteria set forth in the City's Parks, Open Space, Recreation and Trails Master Plan; and

**WHEREAS**, the Project is consistent with the Master Plan and support the City's Open Space Fund goals as the Project involves the acquisition of open space and/or park, trail, and recreation facility improvements as more fully described in Exhibit A; and

**WHEREAS**, the City and the Funding Participant have previously entered into an agreement to fund the Project dated April 17, 2014; however, the Project was not completed within the effective period of such agreement and the parties desire to enter into this Agreement to allow for funding in support of Project completion; and

**WHEREAS**, the Funding Recipient is committed to completion of the Project and the City finds that completion of the Project will greatly benefit the health and welfare of Centennial residents; and

**WHEREAS**, the City desires to participate in completion of the Project with the Funding Recipient by assisting in the funding of the Project as set forth herein; and

**WHEREAS**, the City and the Funding Recipient agree, as more fully set forth herein, that, in the event that the City were ever to take ownership of the assets improved with funds provided by the City hereunder, the cost(s) of acquiring such asset(s) would be reduced by the amount of funding provided by the City hereunder.

**NOW, THEREFORE**, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

**1. City Funding Commitment.**

- A. Aggregate Funding Maximum. The City shall provide the following maximum aggregate dollar amount from its Open Space Fund for the Project subject to paragraph 1(C) of this Agreement and the Funding Recipient shall provide dollar for dollar funding for each component of the Project as set forth below:

**\$ 110,000 (“Funding Amount”)**

- B. Source of Funding. The City’s Open Space Funds allocated to the Project will consist of funds from the following sources: Countywide Open Space Funds
- C. City Approvals Required for this Intergovernmental Agreement to be Effective. Pursuant to the authority of the City Manager to execute contracts as provided by Section 2-2-130 of the City of Centennial Municipal Code, or as the Code may be amended, unless this Agreement is approved by the City Council for the City of Centennial by majority vote at a public meeting of the City Council, the aggregate total Funding Amount to be provided under this intergovernmental agreement may not be equal to or exceed \$100,000.00 and the term of this intergovernmental agreement may not exceed six months. If the aggregate total Funding Amount to be provided under this intergovernmental agreement is expected to be less than \$100,000.00 as set forth in paragraph 1(A) of this Agreement and the term of this intergovernmental agreement is for six months or less, the City Manager’s signature shall bind the City to the Agreement. If the aggregate total Funding Amount to be provided under this Agreement is expected to be equal to \$100,000.00 or greater as set forth in paragraph 1(A) of this Agreement, or the term of this intergovernmental agreement may exceed six months, the signature of the Mayor or the Mayor Pro Tem as directed by City Council in a resolution approving this Agreement is required to bind the City to the Agreement.
- D. Phasing of Funding. Funding Amount will be paid to Funding Recipient in either a single installment or in multiple installments as set forth on **Exhibit B**.
- E. Payment of Funding Amount. Whenever any Funding Amount is to be paid as and if indicated in Section 1(D) and Exhibit B, such amount shall be paid to Funding Recipient within thirty (30) days of receipt by the City of an invoice therefore in the form attached hereto as **Exhibit C** and such accompanying documentation as may be required by the City Manager’s designee who shall be the Funding Recipient’s primary contact at the City for purposes of administration of this Agreement (“City Representative”) to show that payment is due in accordance with the Phasing of Funding provisions set forth herein. The Funding Recipient shall submit such invoices and accompanying documentation not more than once monthly. The City shall have the right to request and Funding Recipient shall provide, upon such request, additional information to substantiate any invoice for any payment or installment of the Funding Amount under this Agreement.
- F. Obligation to Refund Funding Amount If Project or Any Component Thereof Not Completed As Described or Completed under Budgeted Amounts. If the Project or any component thereof is not completed as described and within the approximate timeframe described, the Funding Recipient shall be obligated to reimburse the City any of the Funding Amount advanced within thirty (30) days of receipt by the Funding Recipient of a demand therefor by the City. If the Project or any component thereof is completed under amounts budgeted for such Project or component, which budget formed the basis for the Funding Amount provided hereunder for such Project or component thereof, the Funding Recipient shall be obligated to reimburse the City a portion of the Funding Amount advanced on a pro rata basis calculated on percentage of budget saving within thirty (30) days of receipt by the Funding Recipient of a demand therefor by the City. It

is the intent of the Parties that any unspent amounts from the Funding Amount shall be returned to the City.

- G. Obligation to Credit Funding Amount Upon Subsequent Acquisition by City of Assets Upon Which Project(s) or Any Component Thereof Are Completed. In the event that the City ever acquires ownership from the Funding Recipient or its successor(s) or assign(s) of any of the assets upon which the Project(s) or any Component(s) thereof are to be completed under this Agreement, whether through a bona fide purchase and sale agreement or a statutory exclusion of real property pursuant to C.R.S. § 32-1-502, or otherwise, Funding Recipient agrees to: (1) provide a purchase price credit to the City equal to the Funding Amount provided hereunder for such Project(s) or Project(s) Component(s) at closing; (2) properly credit the City for the full amount of the Funding Amount set forth herein for such Project(s) or Project component(s) in the statutory exclusion proceeding; or (3) otherwise properly credit the City for applicable Funding Amount(s). The intent and purpose of this Section 1(G) is to ensure that the City and its residents and taxpayers do not pay twice for the same Project(s) or Project component(s). With respect to a statutory exclusion proceeding, the Parties specifically agree to each include a copy of this Agreement in their respective plans for disposition of assets and continuation of services required to be completed pursuant to C.R.S. § 32-1-502(2)(c) ("Exclusion Plans"), to specifically reference this Section 1(G) in such Exclusion Plans, and to specifically reference and identify with particularity the applicable Funding Amount(s) to be credited to the City in said Exclusion Plans. The Parties further intend that this Section 1(G) be given full effect by the Arapahoe County District Court in any future statutory exclusion proceeding involving assets upon which any of the Funding Amount(s) described and identified in this Agreement have been used. The Parties specifically acknowledge and agree that the obligations set forth in this Section 1(G) shall survive the termination date of this Agreement.

## 2. Funding Recipient Obligations.

- A. Completion of the Project. The Funding Recipient shall complete or cause to be completed the Project or each component, phase, task or milestone of the Project within the term of this Agreement as set out in Paragraph 3A. The Funding Recipient shall diligently manage and oversee the completion of each component or phase if and as outlined in **Exhibit B** so as to meet the completion deadlines.
- B. Compliance with Use of Funds Limitations. The Funding Amount shall be used solely for the Project. The Funding Recipient acknowledges that Countywide Open Space Funds, have restrictions on the use of such funds, and that the Funding Recipient has been provided a copy of such use restrictions, and Funding Recipient represents and warrants that the Project qualifies as an acceptable use of such funds. If additional sources of revenue or funds are part of the Funding Amount as indicated in Section 1(B) of this Agreement, the Funding Recipient represents and warrants that the Project qualifies as an acceptable use of such funds to the extent that there are any use restrictions on such funds.
- C. Reimbursement of Funding Amount for Misuse of Funds and Indemnification for Costs Associated with Defending Against Such Challenges. Upon any binding determination that the Project or any component thereof does not comply with the use of funds restrictions applicable to the Countywide Open Space Funds, Funding Recipient shall be

obligated to reimburse the City the full Funding Amount paid by the City to date for the Project within thirty (30) days of such binding determination. In the event that a challenge is raised that the Project or any component thereof does not comply with the use of funds restrictions applicable to the Countywide Open Space Funds, Funding Recipient shall be obligated to indemnify the City as more fully set forth in Section 2(N) of this Agreement.

- D. Management of the Project and Costs. The Funding Recipient acknowledges that the City's obligations toward completion of the Project and any components thereof are limited to providing the Funding Amount only in accordance with this Agreement and the Funding Recipient shall maintain responsibility for completing the Project within the timeframe(s) set forth in Section 2(A) and shall be responsible for the management of the Project, all Funding Recipient employees, contractors and sub-contractors associated with the Project, and for any expenses, costs or overruns associated with the Project, whether or not such expenses, costs or overruns were foreseeable.
- E. Naming Rights. The City shall have naming rights in and for the Project or any component thereof only as and if set forth on **Exhibit D**.
- F. City Recognition. In addition to the naming rights required under Section 2(E) of this Agreement, if any, Funding Recipient agrees to provide at no additional cost to the City, recognition as checked below:
- Not Applicable.
  - A temporary plaque, sign or notice during the construction phase in a form and location associated with the Project or any component thereof to be approved by the City Representative in his or her discretion that recognizes that the Project or component of the Project is supported with funding provided by the City. The City Representative shall confer with the Funding Recipient about the form, location and format of such marker of funding recognition. The required signage shall comply with the City's obligations related to use of Countywide Open Space Funds, if applicable.
  - A permanent plaque, sign or notice in a form and publicly visible location associated with the Project or any component thereof to be approved by the City Representative in his or her discretion that recognizes that the Project was supported with funding provided by the City. The City Representative shall confer with the Funding Recipient about the form, location and format of such marker of funding recognition. The required signage shall comply with the City's obligations related to use of Countywide Open Space Funds, if applicable.
  - As described in **Exhibit D**.
- G. Ongoing Reporting. Funding Recipient shall provide the City Representative with periodic reports on a reporting schedule as checked below, which reports shall be satisfactory in detail, format and delivery method to the City Representative, and shall, at a minimum, set forth the progress of the Project or each component thereof, or if the Funding Amount is to be paid in installments pursuant to Section 1(D) and **Exhibit B** of this Agreement, progress of each relevant component, phase, task or milestone of the Project, how the City Funding Amount has been used to date of the report, any changes

requested to the schedule set forth in Exhibit B of this Agreement (which schedule changes must be agreed to in writing by the City), and any regulatory or public relations issues that may arise (check one):

No ongoing reporting is required;

OR

Monthly by the fifth day after the completion of the month that is the subject of the report;

OR

At the completion of each phase, task or milestone as outlined on Exhibit B;

OR

At the following intervals: Semi-annually beginning on the six month anniversary of receipt of any Funding Amount.

OR

This Project is funded in part by Countywide Open Space Funds or Great Outdoor Colorado Grants. As such, the Funding Recipient shall be responsible for filling out and submitting to the City all grant reporting required by or associated with the funding source. The grant reports are due to the City approximately one month before they are due to the required agency and in such form as may be required by the City Representative.

H. Final Report. Funding Recipient shall provide the City Representative with a final report upon completion of the Project or any component thereof, which report shall be satisfactory in detail, format, and delivery method to the City Representative, and shall, at a minimum, set forth how the City Funding Amount was used to complete the Project or any component thereof, any changes to the Project or any component thereof that were agreed to among the Parties during the pendency and completion of the Project or any component thereof, the public outreach plan to publicize the completion and availability of the finalized Project or any component thereof and any regulatory or public relations issues that arose. The final report required hereunder shall be due before any final payment of the Funding Amount if payment is a single installment or payment of the final installment of the Funding Amount if payment is in multiple installments.

I. Funding Recipient Funding Commitment. Payment of the Funding Amount by the City (check one):

is not contingent upon the Funding Recipient also providing funding for the Project or any component thereof.

OR

is contingent upon the Funding Recipient also providing funding for the Project as set forth herein and Funding Recipient agrees that the City's obligation to pay the

Funding Amount set forth herein is contingent upon Funding Recipient providing funding for the Project as set forth in Section 1A of this Agreement.

J. Third Party Funding. Payment of the Funding Amount by the City (check one):

is not contingent upon the Funding Recipient receiving additional third party funding for the Project.

OR

is contingent upon the Funding Recipient also obtaining a commitment and binding agreement with additional funding sources and receiving additional funding for the Project as set out in Exhibit A.

K. Obligation to Pay Development Review Fees. Funding Recipient shall pay all usual City fees for construction document, development plan or legal review as is required pursuant to the City's the current fee schedule and nothing in this Agreement shall be construed as exempting Funding Recipient from such obligation.

L. Continuing Operation and Maintenance. The City Funding Amount is provided with the understanding that the City has no responsibility for any operation and maintenance related to the Project or any component thereof and that the Funding Recipient is committed to maintaining or causing to be maintained the Project or any component thereof.

M. Compliance with All Laws and Regulations. The Funding Recipient shall comply with all applicable federal, state and local laws that relate to the Project or any component thereof, including their uses and construction requirements, including but not limited to, City ordinances, building codes and regulations. Funding Recipient shall require all contractors and subcontractors involved in completion of the Project or any component thereof to execute an agreement with Funding Recipient whereby such contractor or subcontractor agrees to comply with all federal, state and local laws that relate to construction and completion of the Project or any component thereof including but not limited to, City ordinances, building codes and regulations, and labor and employment laws.

N. Hold Harmless and Indemnification. Funding Recipient shall indemnify, defend and hold harmless the City, its officers, employees, agents, and servants from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof, brought against the City, its officers, employees, agents, and servants, as a result of the City entering into this Agreement, or providing the Funding Amount under this Agreement. If Funding Recipient is a Colorado governmental entity subject to the protections of the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1, C.R.S., ("Act") the indemnification, defense and hold harmless obligations hereunder shall be limited to the extent permitted by law, including the limitations of the Act. Without limitation, except as set forth in the preceding sentence, if applicable, this indemnification obligation shall include reimbursement of the City of its full and reasonable costs, including reasonable attorneys' fees, associated with defending

against any challenge that the Funding Amount was used in any manner that violates use of funds restrictions. Funding Recipient's indemnification of the City, however, shall not encompass any sums for which City is exempt based upon Colorado's governmental immunity statutes, as and if applied. The defense of and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, for which indemnification of the City is provided under this paragraph shall be the sole responsibility of the Funding Recipient unless the City provides written notice to the Funding Recipient of its decision to participate in such defense. Upon receipt of any claim against the City for which indemnification of the City is provided under this paragraph, the party receiving notice of such claim or potential claim shall notify the other party in writing within five (5) business days of receipt of such notice or demand.

**3. Term and Termination.**

A. Term. This Agreement shall terminate either (check one):

One year from the Effective Date.

OR

Twenty-four months from the Effective Date.

In either case, this Agreement is subject to extension mutually agreed upon in writing by the Parties.

B. Termination. Should the Funding Recipient fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the City immediately upon providing written notice to the Funding Recipient specifying the non-performance and the City shall be entitled to reimbursement of all Funding Amount paid to date of termination, which shall be paid by the Funding Recipient to the City within thirty (30) days of the date of notice of termination.

C. Effect of Termination; Survival. If the Funding Amount provided for hereunder has been paid and not reimbursed to the City pursuant to paragraph B of this Section, termination of this Agreement shall not relieve Funding Recipient of ongoing obligations such as City recognition, grants of naming rights and maintenance obligations, if any, and compliance with use of funds and hold harmless and indemnification obligations, such obligations being of a permanent nature that shall survive termination.

**4. Miscellaneous Provisions.**

A. No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. No covenant or term of this Agreement shall be deemed to be waived by a Party except in writing signed by the governing body of the Party or by a person expressly authorized to sign such waiver by written authorization of a Party, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

- B. Relationship of the Parties. The City and the Funding Recipient shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with each other than as contracting parties. Without limiting the foregoing, the Funding Recipient acknowledges that the City shall not provide any insurance coverage of any kind or type to secure any performance or address any liabilities or risks that may arise in relation to the Project.
- C. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, or the Funding Recipient, their officials, officers, employees, contractors, or agents, or any other person acting on behalf of a Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- D. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.
- E. No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of a Party. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- F. Article X, Section 20/TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The City represents to Funding Recipient that it has budgeted and appropriated sufficient funding to meet its obligations provided in this Agreement and, without limitation, the City has appropriated and reserved the Funding Amount from its Open Space Fund to pay its obligation under this Agreement. If the Funding Recipient is a governmental entity subject to TABOR and has any funding obligations under this Agreement, the Funding Recipient represents to the City that it has budgeted and appropriated sufficient funding to meet its obligations provided in this Agreement, if any. Therefore, the Parties acknowledge that the provisions of Article X, Section 20 of the Colorado Constitution are met. For any amounts not fully appropriated, the Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, all payment obligations of the Parties, if any, which are subject to TABOR, are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Party's current fiscal period.
- G. Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado.
- H. Survival of Terms and Conditions. Without limitation by the provisions set forth in Section 3(C), the Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be

enforceable in the event of a failure to perform or comply. Without limiting the foregoing, the Parties specifically agree that Section 1(G) of this Agreement related to the Funding Recipient's obligation to credit the Funding Amount to the City in specific circumstances and the manner of effecting such credit(s) shall survive the termination date of this Agreement.

- I. Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by a Party without the express written consent of the other Party, which consent may be withheld for any or no reason.
- J. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- K. Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and the Funding Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the City and the Funding Recipient.
- L. Severability. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- M. Notices. Unless otherwise specifically required by this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the City:

If to the Funding Recipient:

City Manager City of Centennial City of Centennial Civic Center 13133 E. Arapahoe Road Centennial, Colorado 80112	Executive Director South Suburban Park and Recreation District 6631 S. University Blvd. Centennial, CO 80121
With Copy to: City Attorney City of Centennial City of Centennial Civic Center 13133 E. Arapahoe Road Centennial, Colorado 80112	With Copy to: Collins, Cockrel and Cole 390 Union Blvd., Suite 400 Denver, CO 80228

- N. Authority. Subject to paragraph 1(C) of this Agreement, the individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City of Centennial and the Funding Recipient and to bind their respective entities.

O. Special Provisions. (Check one)

None.

OR

As follows: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties to the Agreement have set their hands and seals the day and year first written above.

**CITY OF CENTENNIAL, COLORADO**

Date: \_\_\_\_\_

Not Required

By: \_\_\_\_\_  
City Manager pursuant to authority granted by Section 2-2-130 of the City of Centennial Municipal Code.

Not Required

By: \_\_\_\_\_  
Mayor or Mayor Pro Tem

ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk or Deputy City Clerk

\_\_\_\_\_  
By: City Attorney's Office

**DEPARTMENT OF ORIGINATION:** Community Development

**FINANCE DEPARTMENT REVIEW:**

*Finance has reviewed this agreement and the funds:*

- are appropriated and available for this agreement.*
- are not available for this agreement.*
- other:* \_\_\_\_\_.

By: \_\_\_\_\_

Budgeted Item/Account: \_\_\_\_\_

**DEPARTMENT/POSITION RESPONSIBLE FOR ADMINISTRATION OF CONTRACT:**

Community Development

**FUNDING RECIPIENT: SSPRD**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

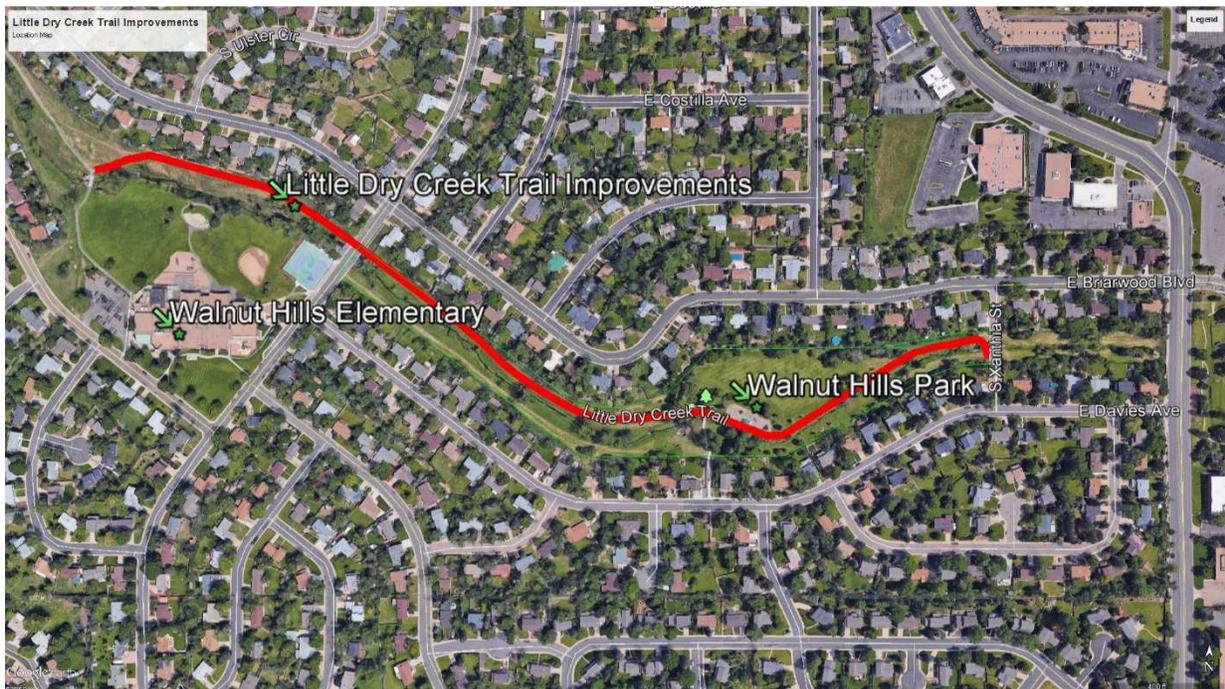
\_\_\_\_\_  
Secretary

**EXHIBIT A**  
**DETAILED DESCRIPTION OF PROJECT AND ASSOCIATED FUNDING**

**Project Information**

**Estimated Budget:** \$220,000 (City contribution up to \$110,000 with SSPRD proving one for one matching funds).

**Scope:** Remove and replace deteriorating 8' wide asphalt trail and replace with new 8' wide concrete trail from Xanthia Street to Walnut Hills Elementary on Little Dry Creek Trail. Install two sections of ranch rail fence -- one at Unita Street and one at Spruce Street



## EXHIBIT B

### PHASING OF FUNDING

- Funding Amount will be paid to Funding Recipient in a single installment upon the completion of all components of the Project and submittal of final invoicing from the contractor(s) performing the work to the Funding Recipient and subsequent submittal of final invoicing from the Funding Recipient to the City in a form acceptable to the City (Exhibit C). The City reserves the right to issue the total Funding Amount in a check made payable to either the Funding Recipient or the contractor(s) completing the Project; or
- Funding Amount will be paid to Funding Recipient in a multiple installments upon the completion of each component of the Project and submittal of final invoicing from the contractor(s) performing the work for each component to the Funding Recipient and subsequent submittal of final invoicing from the Funding Recipient to the City in a form acceptable to the City (Exhibit C). The City reserves the right to issue the Funding Amount in checks made payable to either the Funding Recipient or the contractor(s) completing the Project component; or
- Funding Amount will be paid to Funding Recipient in installments in advance of completion of the Project or any component thereof upon provision by the Funding Recipient to the City Representative of the documentation acceptable to the City Representative demonstrating the cost of the Project or each component of the Project and commitment to complete the Project or each component of the Project within a timeframe agreeable by the City; or
- Funding Amount will be paid to Funding Recipient in multiple installments in the amounts and on the following schedule upon completion of each phase, task or milestone as described alongside each Funding Amount installment amount

When Funding Amount is to be provided in phases or upon completion of task(s), each phase or task must be separately detailed and a completion timeframe assigned to each phase or task. The City reserves the right to issue the Funding Amount in checks made payable to either the Funding Recipient or the contractor(s) completing the Project component, phase and/or task. Funding Amount will be released in installments in the following amounts upon completion of each phase or task as described below:

1. Partial Payment Amount:  
Completion of the Following is required for Release:

On or before the following date:           , 20\_\_.

2. Partial Payment Amount:  
Completion of the Following is required for Release:

On or before the following date:           , 20\_\_.

3. Partial Payment Amount:  
Completion of the Following is required for Release:

On or before the following date:       , 20\_\_.

4. Final Payment Amount:  
Completion of the Following is required for Release:

On or before the following date:       , 20\_\_.

**EXHIBIT C**

**FORM OF INVOICE**

(Please provide on District Letterhead)

**Sample Invoice**

To: City of Centennial  
Attention: Steve Greer  
13133 E. Arapahoe Road  
Centennial, CO 80112

Invoice Date:  
Invoice Number:  
Period of Work Performed:  
Prepared By:

Open Space Project(s) or Project' Component Name:

**Invoiced Amount**

(Provide Line Item by Expense and attach expenditure documentation. If requesting advance payment, provide documentation such as contract bid award, invoice, or estimate from third party)

[EXAMPLE

Concrete installation (Date of contractor invoice)	\$ 1,500.00
Playground Equipment (Date of contractor invoice)	\$15,000.00

<b>Total Expenses Incurred</b>	<b>\$16,500.00</b>
--------------------------------	--------------------

<b>Amount Due:</b>	<b>\$16,550.00]</b>
--------------------	---------------------

**Please Remit Payment To:**

South Suburban Parks and Recreation District  
Attn: Brett Collins  
6631 S. University Blvd.  
Centennial, CO 80121

**EXHIBIT D**

**CITY NAMING RIGHTS AND RECOGNITION**

A. Naming Rights

CHECK ONE:

The City shall not have any naming rights in the Project except that the City logo will be included on signs on signs approved by the City, and informational signs will include descriptions of the City's contributions to the Project and note City boundaries.

OR

The City shall have the following naming rights in the Project:

---

B. Other Recognition

In addition to the naming rights, Funding Recipient agrees to provide at no additional cost to the City, recognition as follows:

---

**CITY OF CENTENNIAL,  
COLORADO**

**RESOLUTION NO. 2016-R-69**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY  
OF CENTENNIAL, COLORADO, APPROVING AN AGREEMENT WITH CITY  
MANAGER JOHN DANIELSON FOR HIS SEPARATION, WAIVER, AND RELEASE  
OF CLAIMS FOLLOWING HIS RESIGNATION AND FOR CONTINUING  
CONSULTATION AND ASSISTANCE**

WHEREAS, John Danielson has served the City of Centennial as its City Manager and, on October 3, 2016, voluntarily tendered his resignation from employment effective October 14, 2016; and

WHEREAS, the City Council accepted Mr. Danielson's resignation; and

WHEREAS, the City Council and Mr. Danielson desire to provide for an efficient transition of management services to a new city manager and to secure limited consultation and assistance during such transition,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Centennial, Colorado, that:

**Section 1.** The attached agreement for the Separation, Waiver & Release of Claims is hereby approved by the City Council.

**Section 2.** This resolution shall be in full force and effect immediately upon its approval.

Adopted by a vote of \_\_\_ in favor and \_\_\_ against, this 10<sup>th</sup> day of October, 2016.

By: \_\_\_\_\_  
Cathy A. Noon, Mayor

ATTEST:

Approved as to Form:

By: \_\_\_\_\_  
City Clerk or Deputy City Clerk

By: \_\_\_\_\_  
For City Attorney's Office



**MINUTES OF THE  
CENTENNIAL CITY COUNCIL  
Study Session**

---

**6:00 PM**

**Monday, October 03, 2016**

---

A Study Session of the City Council was held on this date in the City Council Chambers at 13133 E. Arapahoe Road, Centennial, Colorado. A full and timely notice of this meeting had been posted and a quorum was present.

**A. Call to Order**

Mayor Noon called the meeting to order at 6:03 PM.

**B. Roll Call**

Those present were:

- Mayor Noon
- Council Member Moon (via phone)
- Council Member Piko
- Council Member Lucas
- Council Member Truhlar
- Council Member Gotto
- Council Member Whelan
- Council Member Penaloza

Those absent were: Council Member Turley, excused

Also present were:

- John Danielson, City Manager
- Bob Widner, City Attorney
- Elisha Thomas, Deputy City Manager
- Andy Firestine, Assistant City Manager
- Sherri Chadwick, Director of Communications
- Allison Written, Communications Manager
- Steve Greer, Community Development Director
- Barbara Setterlind, City Clerk

**C. Regional Trail Connections Study-Denver South Transportation Management Association; 6:05 PM**

Steve Klausing, representing Denver South Transportation Management Authority, presented.

**D. Special Event Update; 6:34 PM**

Sheri Chadwick, Director of Communications, presented.

**E. Adjourn**

There being no further business to discuss, the Study Session was adjourned at 7:10 PM.

Respectfully Submitted,

---

Barbara Setterlind, City Clerk



**MINUTES OF THE  
CENTENNIAL CITY COUNCIL  
Regular City Council Meeting**

---

**7:00 PM**

**Monday, October 03, 2016**

A Regular Meeting of the City Council was held on this date in the City Council Chambers at 13133 E. Arapahoe Road, Centennial, Colorado. A full and timely notice of this meeting had been posted and a quorum was present.

**1. Call to Order**

Mayor Noon called the meeting to order at 7:20 PM.

**2. Roll Call**

Those present were:

- Mayor Noon
- Council Member Moon (via phone)
- Council Member Piko
- Council Member Lucas
- Council Member Turley
- Council Member Truhlar
- Council Member Gotto
- Council Member Whelan
- Council Member Penalosa

Those absent were: None

Also present were:

- John Danielson, City Manager
- Bob Widner, City Attorney
- Elisha Thomas, Deputy City Manager
- Andy Firestine, Assistant City Manager
- Steve Greer, Director of Community Development
- Barbara Setterlind, City Clerk

**3. Pledge of Allegiance**

Mayor Noon led the Pledge of Allegiance.

**4. Public Comment; 7:23 PM**

Andrea Suhaka, 6864 S. Ulster Circle, stated the National Night Out was so successful which took away from the Walnut Hills National Night Out.

Roemarry LaTourrette, 5970 S. Detroit Street, discussed a dying tree across the street from her home, and was interested in the upcoming tree ordinance.

**5. Scheduled Presentations**

**a. Update from Emergency Services and Law Enforcement; 7:28 PM**

Sheriff Dave Walcher, and Chief Glenn Thompson, Arapahoe County Sheriff's Office, made a brief report.

Tom Chavez, Cunningham Fire, made a brief report.

**6. Consideration of Communications, Proclamations and Appointments**

**CONSENT AGENDA**

Council Member Whelan Motion to Approve CONSENT AGENDA. Council Member Gotto seconded the motion.

With Mayor Noon, Council Member Moon, Council Member Piko, Council Member Lucas, Council Member Turley, Council Member Truhlar, Council Member Gotto, Council Member Whelan, Council Member Penaloza voting AYE, and (None) voting NAY; 0; Absent: 0. THE MOTION Passed.

**7. Consideration of Ordinances on First Reading**

- a. ORDINANCE NO. 2016-O-16 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTENNIAL, COLORADO REZONING CERTAIN PROPERTY LOCATED NORTH OF EAST SMOKY HILL ROAD AND APPROXIMATELY 600 FEET EAST OF SOUTH DANUBE STREET (19491 EAST SMOKY HILL ROAD) FROM NEIGHBORHOOD CONSERVATION (NC2A) TO GENERAL COMMERCIAL (CG) UNDER THE 2011 LAND DEVELOPMENT CODE, AND AMENDING THE OFFICIAL ZONING MAP**

**8. Consideration of Resolutions (None)**

**9. Consideration of Other Items**

**a. Minutes**

- i. Study Session September 19, 2016**  
**ii. Regular Meeting September 19, 2016**

**DISCUSSION AGENDA**

**10. Consideration of Land Use Cases (None)**

**11. Consideration of Ordinances (None)**

**12. Consideration of Resolutions (None)**

**13. Consideration of Other Items (None)**

**a. General**

**i. Quarterly Requests for Monetary Sponsorship**

Council Member Whelan moved to Monetary Sponsorship Request from the Arapahoe Parks and Recreation District for the Trails Trek in the amount of \$500.00 and manner requested by the Arapahoe Parks and Recreation District. Council Member Turley seconded the motion.

With Mayor Noon, Council Member Moon, Council Member Piko, Council Member Lucas, Council Member Turley, Council Member Truhlar, Council Member Gotto, Council Member Whelan, Council Member Penaloza voting AYE, and (None) voting NAY; Absent: 0. THE MOTION Passed.

**GENERAL BUSINESS**

**14. Other Matters as May Come Before Council**

**a. Coyote Management Plan Update; 8:05 PM**

Steve Greer, Director of Community Development, presented. Consensus to move forward with adoption via Resolution at a future meeting.

**15. Reports; 8:50 PM**

**a. City Manager (None)**

**b. City Attorney (None)**

**c. City Clerk (None)**

**d. Council Members**

Council Members Lucas, Gotto, Piko, Whelan, Turley, Truhlar and Moon gave brief reports.

**16. Mayor's Report and Comments; 8:55 PM**

Mayor Noon made a brief report.

**17. Executive Session**

**a. Executive Session Pursuant to C.R.S. Section 24-6-402(4)(f) to Discuss a Personnel Matter for Which the Employee Has Given Consent to the Conduct of the Matter in Executive Session**

Council Member Whelan moved to go into Executive Session Pursuant to C.R.S. Section 24-6-402(4)(f) to Discuss a Personnel Matter for Which the Employee Has Given Consent to the Conduct of the Matter in Executive Session. Council Member Piko seconded the motion.

With Mayor Noon, Council Member Piko, Council Member Lucas, Council Member Turley, Council Member Truhlar, Council Member Gotto, Council Member Whelan, Council Member Penaloza voting AYE, and (None) voting NAY; Abstain: 1; Absent: 0. THE MOTION Passed.

**18. Adjourn**

There being no further business to discuss, the Study Session was adjourned at 11:10 PM.

Respectfully Submitted,

---

Barbara Setterlind, City Clerk



**MINUTES OF THE  
CENTENNIAL CITY COUNCIL  
Special Meeting**

---

**6:00 PM**

**Wednesday, October 5, 2016**

---

A Special Meeting of the City Council was held on this date in the City Council Chambers at 13133 E. Arapahoe Road, Centennial, Colorado. A full and timely notice of this meeting had been posted and a quorum was present.

**1. Call to Order**

Mayor Noon called the meeting to order at 6:00 PM.

**2. Roll Call**

Those present were:

- Mayor Noon
- Council Member Piko
- Council Member Lucas
- Council Member Truhlar
- Council Member Gotto
- Council Member Whelan
- Council Member Penaloza

Those absent were: Council Member Moon, excused

Also present were:

- John Danielson, City Manager
- Bob Widner, City Attorney
- Elisha Thomas, Deputy City Manager
- Andy Firestine, Assistant City Manager
- Barbara Setterlind, City Clerk

**3. Executive Session**

- a. Executive Session Pursuant to C.R.S. Section 24-6-402(4)(b) and (e) for the Purposes of Receiving Legal Advice and to Devise Negotiation Strategy Concerning an Employment Relationship

Council Member Whelan moved to go into Executive Session Pursuant to C.R.S. Section 24-6-402(4)(b) and (e) for the Purposes of Receiving Legal Advice and to Devise Negotiation Strategy Concerning an Employment Relationship. Council Member Piko seconded the motion.

With Mayor Noon, Council Member Piko, Council Member Lucas, Council Member Turley, Council Member Truhlar, Council Member Gotto, Council Member Whelan, Council Member Penaloza voting AYE, and (None) voting NAY; Abstain: 0; Absent: 1. THE MOTION Passed.

**4. Adjourn**

There being no further business to discuss, the Special Meeting was adjourned at 9:00 PM.

Respectfully Submitted,

---

Barbara Setterlind, City Clerk



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## Staff Report

TO: Honorable Mayor Noon and Members of City Council

THROUGH: John Danielson, City Manager

FROM: C.J. Whelan, Councilmember  
Mark Gotto, Councilmember  
Andrew Firestine, Assistant City Manager

DATE OF MEETING: 10/10/2016

DATE OF SUBMITTAL: 10/6/2016

SUBJECT: Report from the Commercial Vehicle Parking Sub-committee

---

### **1. Executive Summary:**

This report provides an overview of the recent discussions and recommendations of the Commercial Vehicle Parking Sub-committee (the “Sub-committee”), a group that was created following a City Council study session discussion on May 16, 2016. The Sub-committee is seeking City Council consent to direct staff to prepare an ordinance amending the Model Traffic Code (MTC) to amend the definition of commercial vehicle and add restrictions on the parking of commercial vehicles on streets within non-residential zoning districts and throughout the City. Further, the Sub-committee is asking for direction from City Council to make additional changes to the Land Development Code (LDC) to regulate commercial vehicle parking on private residential property.

### **2. Discussion:**

Staff presented an overview of issues related to the parking and storage of commercial vehicles within the public right-of-way (ROW) and on private residential property on May 16, 2016. At this meeting, City Council generally supported the: 1) regulation of commercial vehicle parking within the public ROW; 2) clean-up of differences between the MTC and the LDC; 2) engagement in a more comprehensive discussion on backyard enforcement; and 3) creation of a sub-committee to conduct additional research and report back to City Council. The report from this presentation is attached as Attachment 3; the audio from the May 16, 2016 study session discussion is contained in the audio file for the regular meeting (starts at approximately 71:46).

Since the study session discussion on May 16, 2016, the Sub-committee led by Councilmembers Whelan and Gotto has met on three occasions to review and discuss the parking and storage of commercial vehicles within the public ROW and on private residential property. The Sub-committee has been supported by Andrew Firestine and Elisha Thomas from the City Manager’s Office, Chris Price from the City Attorney’s Office, Derek Holcomb from the Community Development Department, Tamra Gregory from Code Compliance, and Bureau

Chief Glenn Thompson and Sgt. Steve McIntosh from the Arapahoe County Sheriff's Office. Notes from each of the three meetings of the Sub-committee are attached as Attachment 1.

From the outset, the Sub-committee sought to:

- Define a commercial vehicle;
- Determine the applicability of any commercial vehicle restrictions within the public ROW; and
- Set the enforcement threshold for private residential property, with the exception of backyard enforcement, a subject that will be presented separately to City Council.

The Sub-committee also discussed community outreach and a desire to engage both with CenCON as well as those businesses that may perceive an impact from a change in the regulations.

#### Definition of a Commercial Vehicle

The Sub-committee reviewed the current definition of a commercial vehicle in the MTC and is recommending a minor change to the definition to make the definition uniform with state traffic laws. This change is highlighted in the draft ordinance attached as Attachment 2.

The Sub-committee discussed at length the application of this definition to various commercial vehicles, particularly whether the restrictions would apply to work vehicles that are driven from a place of employment to a residence within the City, such as a pickup truck or a cargo van. The consensus of the Sub-committee was that the definition is multi-faceted. It always includes vehicles used for commercial purposes that exceed 10,000 pounds in weight, such as walk-in vans, box trucks, delivery trucks and larger vehicles and it always includes tow trucks and similar vehicles. It may include smaller vehicles when those vehicles are in use for a commercial purpose but in the case of a plumbing van or a pickup truck with ladders, those would not be considered a commercial vehicle if they were simply being driven home from a place of employment to a residence.

#### Applicability of Commercial Vehicle Restrictions within the Public ROW

With regard to the applicability of commercial vehicle restrictions within the public ROW, the MTC already restricts commercial vehicle parking on public streets within residential zoning districts. The Sub-committee generally supported expanding those restrictions to prohibit the parking or storage of commercial vehicles on public streets in non-residential zoning districts with limited exceptions. More particularly, as is highlighted in the draft ordinance attached as Attachment 2, the Sub-committee supports restrictions that would:

- Prohibit all commercial vehicle parking upon any public street in a non-residential zoning district between the hours 7:00 p.m. to 7:00 a.m.;
- Restrict commercial vehicle parking upon any public street in a non-residential zoning district to loading and/or unloading or the rendering of services within 200 feet of the commercial vehicle between the hours 7:00 a.m. and 7:00 p.m.
- Prohibit the parking or stopping of car carrier trailers on public streets anywhere in Centennial except upon local or collector roadways within the area bounded by

Dayton on the west, Revere on the east, Costilla and Briarwood on the south, and Peakview and Racine on the north.

The restrictions supported by the Sub-committee would address those complaints received by the City about the parking and storage of commercial vehicles in the public ROW while at the same time preserving some reasonable use of the public ROW that may occur from time-to-time. The exception for car carrier trailers is in recognition that many of the City's existing auto dealerships and brokers currently unload on City streets. While the restrictions preserve their use of City streets for this purpose, it both limits the area geographically and the activity to certain streets. The Sub-committee also discussed the need for any future auto dealerships to accommodate the loading and unloading of car carrier trailers on private property.

#### Enforcement Threshold for Private Residential Property

In terms of an enforcement threshold for private property, the Sub-committee committed to maintain the current commercial vehicle parking restrictions in residential areas with several changes:

- The MTC currently restricts commercial vehicles in the public ROW and on private property. The Sub-committee supports moving the regulations on private property to a section of code that may be enforced by Code Compliance.
- The restrictions on commercial vehicle parking on private property currently restrict all commercial vehicle parking with the exception of: 1) a limited allowance for loading and unloading and the rendering of services; and 2) a broad exception for residential lots large than one acre that are zoned AG or NC2A. The Sub-committee recommends:
  - An additional exception for commercial vehicles that are parked or stored in a completely enclosed structure; and
  - Potentially eliminating the current exception for lots exceeding one acre in size that are zoned AG or NC2A agricultural with the exception of those vehicles necessary to support the residential agricultural allowances afforded to some of the City's large lot residential neighborhoods.

The definition of a commercial vehicle should also be made consistent between the MTC and the LDC. The Sub-committee elected to not delve into backyard enforcement, a subject that is being approached separately by the Community Development Department and is currently scheduled for a presentation to City Council with other nuisance regulations on November 7.

The draft ordinance attached as Attachment 2 is limited to amendments to the MTC. An additional ordinance will be necessary to make changes to the LDC.

#### Community Outreach

At the direction of the Sub-committee, staff conducted some outreach on the potential changes to the commercial vehicle parking regulations. Derek Holcomb presented to CenCON on August 22, 2016 and Andrew Firestine and Neil Marciniak met with IKEA on September 7, 2016. Neither CenCON nor IKEA had concerns with the proposed changes to the regulations. Staff has directly contacted the Centennial auto dealerships and trucking, freight, and moving companies that may be concerned about a change in the regulations. Most of these businesses

will not be affected, unless they are parking or storing commercial vehicles within the public right-of-way. This outreach offered staff assistance to review and discuss the potential changes to the regulations, an effort that is still on-going. Information about the potential changes will also be published in the October Centennial Business Monthly e-newsletter.

### **3. Recommendation:**

The Sub-committee seeks City Council: 1) consent to direct the Sub-committee to prepare an ordinance amending the MTC to amend the definition of commercial vehicle and add restrictions on the parking of commercial vehicles on streets within non-residential zoning districts and throughout the City; and 2) direction to make additional changes to the LDC to further restrict commercial vehicle parking on private residential property as may be supported by City Council.

### **4. Alternatives:**

As an alternative to the recommended direction, City Council may: 1) direct the Sub-committee to conduct additional research or outreach and extend the commercial vehicle parking discussion to another City Council meeting; or 2) discontinue exploration of amendments to City regulations to address commercial vehicle parking. Other alternatives may also be available to City Council.

### **5. Fiscal Impact:**

The potential changes to the commercial vehicle parking regulations are not anticipated to cause any fiscal impacts to the City.

### **6. Next Steps:**

If City Council directs the Sub-committee to move forward with amendments to the City regulations, proposed ordinance(s) will be brought back to Council at a future public hearing.

### **7. Previous Actions:**

Staff presented an overview of issues related to the parking and storage of commercial vehicles within the public ROW and on private residential property on May 16, 2016. No formal actions have been taken by City Council.

### **8. Suggested Motions:**

As no formal action is proposed, there is no suggested motion.

### **9. Attachments**

Attachment 1 – Notes from the Commercial Vehicle Parking Sub-committee Meetings  
Attachment 2 – Draft Ordinance Amending the Model Traffic Code  
Attachment 3 – City Council Staff Report from the May 16, 2016 City Council Study Session

### **June 30, 2016 Commercial Vehicle Parking Sub-committee Notes**

1. The sub-committee has established a desire to undertake three tasks:
  - a. Define a commercial vehicle;
  - b. Determine the applicability of any commercial vehicle restrictions within the public ROW;
  - c. Set the enforcement threshold for private residential property, with the exception of backyard enforcement, a subject that will be presented separately to City Council.
2. The sub-committee recognized that the tasks are somewhat iterative – it needs a working draft of a definition to proceed with the next steps but recognizes that the definition may change based on subsequent discussion about enforcement within the public ROW or on private residential property.
3. The sub-committee would like to conduct outreach but chose not to expand the sub-committee to include members of the public.
  - a. Outreach may consist of a presentation to CenCON and select outreach to the business community.
4. Staff will conduct some research and analysis for the sub-committee:
  - a. Chris Price will review the City's current definitions of a commercial vehicle in the MTC and LDC and will propose a definition as a starting point for the sub-committee discussion before the next meeting.
  - b. Derek Holcomb will expand the jurisdictional comparisons to include the definition of a commercial vehicle and will coordinate with Chris.
  - c. Chris will also introduce, as a starting point for discussion, potential ROW regulations that would preclude someone from operating a business within the ROW (the complaint the City received from the Cherry Creek Business Center) but would allow someone to park a vehicle signed "Mary Kay" on the street and would contemplate the many trade contractors who drive work trucks home from their place of business.
  - d. Staff will endeavor to share any working drafts with the sub-committee a week in advance of the sub-committee meeting.
5. The sub-committee set a goal of completing the three tasks by the end of September / early October. The next meetings are as follows:
  - a. August 1, 3:00 p.m.
  - b. August 18, 4:15 p.m.
  - c. CenCON, August 22 (Derek to lead presentation).

### **August 1, 2016 Commercial Vehicle Parking Sub-committee Notes**

1. The sub-committee discussed the definition of a commercial vehicle, including the truck classifications. Generally, there is consensus to modify the definition to be consistent with the definition in state traffic laws.
  - a. The definition of a commercial vehicle should be any of the four scenarios listed in the July 28 memo. Chris Price to correct.
2. The sub-committee discussed the application of the definition of a commercial vehicle within a residential area, both on-street and private property, and the current MC regulations that restrict commercial vehicle parking in a residential area. More specifically:
  - a. The sub-committee discussed the definition of commercial vehicle and the threshold when a vehicle may be in use for a commercial purpose.

- b. Tamra Gregory shared with the sub-committee that the most recent complaints about commercial vehicles were regarding a walk-in van that likely would be defined as a Class 4 or 5 commercial vehicle based on the July 28 memo.
  - c. The sub-committee expressed concern about defining a passenger vehicle that carried an incidental amount of cargo, such as a Mary Kay vehicle in which was stored a small amount of product, as a commercial vehicle under a strict interpretation of the definition of a commercial vehicle.
  - d. The sub-committee agreed to maintain the current commercial vehicle parking restrictions in residential areas with several changes:
    - i. The regulations on private property should be moved to a section of code that may be enforced by code compliance;
    - ii. The regulations should except the storage of a commercial vehicle in a completely enclosed structure; and
    - iii. The current exception for lots exceeding one acre in size within the AG and NC2A zoning district should be reevaluated and potentially limited to those vehicles necessary to support the residential agriculture allowances in Section 12-2-420 of the LDC. Sgt. McIntosh commented that there is a similar exception in the MTC for husbandry.
3. The sub-committee discussed the draft regulations of commercial vehicles in commercial areas. More specifically:
- a. The sub-committee generally supported the approach to creating a time restriction for the parking of commercial vehicles on a public street in a commercial area with limited exceptions. Sgt. McIntosh commented that this approach is readily enforceable.
  - b. The sub-committee discussed the exception granting a vehicle owner the ability to park a commercial vehicle on a street when they maintain a business or residence within 0.5 miles of the parked location. Concerns were expressed about the maintenance of a residence within 0.5 miles of the parked location.
  - c. The sub-committee discussed whether the exceptions for delivery or service or for a disabled vehicle need a time limit.
4. The sub-committee agreed that it is far enough along to proceed with outreach to CenCON on August 22.
5. The next sub-committee meeting is scheduled for August 18 at 4:15 p.m.

### **August 18, 2016 Commercial Vehicle Parking Sub-committee Notes**

- 1. The sub-committee reviewed and discussed the draft ordinance. More specifically:
  - a. The sub-committee supports a modification to the exception to the prohibition on parking or stopping to limit this to car carrier trailers within an area bounded by Dayton, Peakview, Revere, and Briarwood / Costilla such that car carrier trailers may load and unload on local and collector streets within this geographic area but not arterials.
  - b. The sub-committee recognized that this modification may affect other commercial vehicles ability to load and unload, specifically if the exception is modified to be limited to car carrier trailers and not create any other exception for loading and unloading on City streets. The sub-committee responded that it was accepting of this approach as there are not problems, existing or anticipated, with other commercial vehicles and their ability to load and unload on City streets.

2. The sub-committee discussed their approach to outreach to commercial property owners and businesses. The outreach should include:
  - a. Broad outreach through e-mail using the City's economic development contacts; and
  - b. Focused outreach to known industries and businesses that may be impacted by a change to commercial vehicle parking, including auto dealers and brokers; grocery stores; moving and storage companies; and large distribution companies. The focused outreach should consist of a phone call and an offer to meet one-on-one, if desired.
3. The sub-committee supports a presentation of the progress and findings of the sub-committee to City Council on October 10, 2016. The sub-committee would like to separate the discussion into three segments: 1) MTC amendments to address commercial vehicle parking on public streets in non-residential zoning districts (the MTC already addresses commercial vehicle parking on public streets in residential zoning districts); 2) LDC amendments to address commercial vehicle parking on private property (this was discussed on 8/1/16 and there were several recommendations); and 3) other parking related subjects (number of vehicles, surface parking, etc.). The sub-committee would like to offer Council a recommendation on item 1) and conduct discussion on items 2) and 3).
4. The next sub-committee meeting is scheduled for October 18 at 10:00 a.m.

**CITY OF CENTENNIAL,  
COLORADO**

**ORDINANCE NO. 2016-O-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
CENTENNIAL, COLORADO REPEALING AND REENACTING  
SECTION 1212 OF THE MODEL TRAFFIC CODE AS AMENDED AND  
CODIFIED IN SUBSECTION 8-1-30(15) OF THE CENTENNIAL  
MUNICIPAL CODE CONCERNING THE STOPPING AND PARKING OF  
RECREATIONAL AND COMMERCIAL VEHICLES**

WHEREAS, pursuant to its home rule authority and Section 31-15-702(1)(a)(I), C.R.S., the City is authorized to regulate the use of streets; and

WHEREAS, Section 8-1-30 of the Centennial Municipal Code concerns amendments to the 2003 edition of the Model Traffic Code as adopted by the City; and

WHEREAS, Subsection (15) of Section 8-1-30 of the Centennial Municipal Code was previously adopted to amend the 2003 Model Traffic Code by the addition of a new Section 1212 to the Model Traffic Code entitled “Parking Restrictions in Residential Districts”; and

WHEREAS, that provision concerns the application of parking restrictions general in residential districts throughout the City; and

WHEREAS, commercial vehicle parking within the City impacts commercial and industrial districts as well; and

WHEREAS, the City desires to amend provisions within Subsection (15) of Section 8-1-30 of the Municipal Code to amend the definition of commercial vehicle and add restrictions on the parking of commercial vehicles on streets within non-residential zone districts and throughout the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CENTENNIAL,  
COLORADO, ORDAINS:**

**Section 1. Subsection (15) of Section 8-1-30 of the Centennial Municipal Code is repealed and reenacted to read as follows in its entirety:**

**1212. Parking restrictions for recreational vehicles, recreational trailers and commercial vehicles.**

(1) As used in this section:

(a) *Bus* means a motor vehicle designed to seat more than sixteen (16) passengers and used for the transportation of persons, regardless of compensation, including but not limited to motor vehicles operated for profit by governmental agencies and motor vehicles used for the transportation of children to and from school.

(b) *Camper* means non-wheeled, detachable vehicular equipment that weighs over five hundred (500) pounds, used for temporary or permanent habitation, which has no independent motor power and that is capable of being placed on a vehicle but is not capable of being towed.

(c) *Camping Trailer* means a trailer constructed to provide temporary occupancy as a dwelling or sleeping place for one or more persons, to include, without limitation, “fifth wheels.”

(d) *Car carrier trailer* means a type of trailer or semi-trailer designed to efficiently transport passenger vehicles via truck or semi-tractor.

(e) *Commercial Vehicle* means:

(i) A vehicle used to transport cargo or passengers for profit, hire, or otherwise to further the purposes of a business or commercial enterprise if in use for a commercial purpose;

(ii) Any towed vehicle (whether or not attached to a motor vehicle, and to include without limitation recreational trailers) if in use for a commercial purpose;

(iii) Any self-propelled or towed vehicle (whether or not attached to a motor vehicle) bearing a commercial license plate or having a manufacturer's gross vehicle weight rating or gross combination rating of ten thousand one pounds (10,001) or more, which vehicle is used in commerce or is designed to transport sixteen (16) or more passengers, including the driver, unless such vehicle is a bus; or

(iv) Any motor vehicle designed or equipped to transport other motor vehicles from place to place by means of winches, cables, pulleys, or other equipment for towing, pulling, or lifting.

(f) *Load(ed)(ing)* and/or *Unload(ed)(ing)* means the activity of moving material, equipment, goods or other items of personal property from or to a vehicle.

(g) *Mobile Home* means a non-motorized vehicle designed to be permanently affixed to land to be used for occupancy as a dwelling or sleeping place for one or more persons, but which is constructed to allow it to be transported upon streets and highways.

(h) *Motor Home* means a motorized vehicle designed to provide temporary occupancy as a dwelling or sleeping place for one or more persons and which is intended to be transported upon streets and highways, but excluding pick-up trucks with attached campers.

(i) *Non-residential District* means a zoning district that generally includes the General Commercial (CG), Activity Center (AC), Urban Center (UC),

Planned Unit Development, Business Park (BP), Industrial (I), Education, Institutional and Recreation (ED), Public Open Space and Recreation (OSR) and Agricultural (AG) zoning districts as are more particularly described in Section 12-2-201 of this Code.

(j) *Residential District* means a zoning district that generally allows for the development and preservation of residential neighborhoods and generally includes the Neighborhood Conservation (NC), Neighborhood Infill (NI), Suburban Residential (RS), Auto-urban Residential (RA), and Urban Residential (RU) zoning districts as are more particularly described in Section 12-2-201 of this Code.

(k) *Recreational Vehicle* or *RV* means a motor home or camping trailer and does not include campers or mobile homes.

(l) *Recreational Trailer* means a trailer used and operated for any purpose other than a predominantly commercial purpose, such as a boat trailer or snowmobile trailer.

(m) *Rendering Services* means commercial activities carried on in connection with the business purpose of the vehicle, such as making deliveries, service calls, accepting articles for removal or delivery, and related commercial activities.

(n) *Semi-Tractor* means a motor vehicle with a manufacturer's gross combination weight rating (GCWR) in excess of twenty-six thousand and one (26,001) pounds, which is designed and commonly used to draw a semi-trailer and its cargo load over the public roadways.

(o) *Semi-Trailer* means a wheeled vehicle, the empty weight of which is more than two thousand (2,000) pounds or the length of which is greater than twenty-five (25) feet, which has no motor power and is designed to be used in conjunction with a semi-tractor so that some part of its own weight and that of its cargo load rests upon or is carried by such semi-tractor.

(p) *Trailer* means any wheeled vehicle without motor power that may be drawn over the roadway by a motor vehicle, including camping trailers, utility trailers and boat trailers.

(q) *Truck* means a motor vehicle exceeding eight (8) feet in width, twenty-five (25) feet in length or ten (10) feet in height, excluding motor homes and recreational vehicles as defined herein.

(2) The following restrictions shall apply to parking vehicles on public rights of way in residential districts anywhere within the boundaries of the City of Centennial:

(a) No recreational vehicle (RV) or recreational trailer, whether or not attached to a motorized vehicle, or camper unattached to a motor vehicle, or boat

unattached to a recreational trailer, or mobile home shall be parked on any public street or highway within any residential district of the City, with the exception of:

1. A recreational vehicle (RV) or recreational trailer if:

(A) It is parked only for a period that does not in any event exceed forty-eight (48) consecutive hours, and

(B) The recreational vehicle (RV) or recreational trailer is parked immediately adjacent to and on the same side of the street as the property occupied permanently by the registered owner of such recreational vehicle (RV) or recreational trailer, and

(C) A new up to forty-eight (48) hour period allowed by subsection (A) is never initiated without an intervening minimum twenty-four (24) hour period from the conclusion of the previous up-to- forty- eight (48) hour period, during which time the recreational vehicle (RV) or recreational trailer must be removed from and remain off the street, and

(D) No part of the recreational vehicle (RV) or recreational trailer, or any part of any item placed thereon, is on or over the sidewalk, including, without limitation, tires, and no slide outs or awnings or other protrusions from the recreational vehicle (RV) or recreational trailer are in the open position, and no cords, wires, hoses or other appurtenances from such recreational vehicle (RV) or recreational trailer, including any item placed thereon, are laid upon or across the sidewalks or rights-of-way, and

(E) There are no tarps or vehicle covers placed upon such recreational vehicle (RV) or recreational trailer, except that a custom-fitted boat or recreational trailer cover or shrink wrap which is secured around the entire perimeter of the boat or recreational trailer is permitted.

2. A recreational vehicle (RV) parked immediately adjacent to and on same side of the street as a residential lot for up to forty-eight (48) hours when and if the registered owner of such vehicle is temporarily visiting the permanent occupant of such residential lot. A new up to forty-eight (48) hour period allowed by this subsection shall not be initiated without an intervening minimum twenty-four (24) hour period from the conclusion of the previous up to forty-eight (48) hour period, during which time the recreational vehicle (RV) must be removed from and remain off the street. Any vehicle parked in accordance with this subsection shall not be occupied or used as a sleeping quarters or for other housekeeping purposes

3. Any vehicle otherwise parked in violation of this section for a period not to exceed four hours (4) as a result of an emergency.

(b) Subject to the further restrictions set forth in subsection (c) below, no commercial vehicle shall be parked upon any public street or private property located in a residential district except temporarily for such period of time necessary to expeditiously complete rendering services to real property located within two hundred (200) feet of the commercial vehicle.

(c) No semi-tractor, truck or semi-trailer shall be parked upon any public street or private property located in a residential district other than when being loaded and/or unloaded or otherwise rendering services within two hundred (200) feet of the commercial vehicle, and such loading and/or unloading or rendering of service locally shall not exceed twelve (12) hours between the hours of 7:00 am and 7:00 pm, or four (4) hours between the hours of 7:00 pm and 7:00 am. No loading and/or unloading of a semi-tractor, truck or semi-trailer during permissible hours is allowed to extend over more than two consecutive calendar days. This provision shall not apply to parking such vehicles on residential lots larger than one acre (1 ac) within residential districts AG and NC<sub>2a</sub>. Such vehicles legally parked on the larger exempted lots shall not be parked within fifty (50) feet of any residential structure located on an adjacent property.

(3) The following restrictions shall apply to parking vehicles on public rights of way in non-residential districts anywhere within the boundaries of the City of Centennial:

(a) No commercial vehicle shall be parked upon any public street in a non-residential district other than when being loaded and/or unloaded or otherwise rendering services within two hundred (200) feet of the commercial vehicle.

(b) No commercial vehicle shall be parked upon any public street in a non-residential district between the hours 7:00 p.m. and 7:00 a.m.

(4) The following restrictions shall apply to parking or stopping of car carrier trailers on public rights of way anywhere within the boundaries of the City of Centennial:

(a) No car carrier trailers shall be parked or stopped for the purpose of loading or unloading on any City street except upon local or collector roadways within the area bounded by Dayton Street on the west, Revere Parkway on the east, Costilla Avenue and Briarwood Avenue on the south and Peakview Avenue and Racine Circle on the north.

**Section 2.** **Severability.** If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The City Council hereby declares that it would have passed this

Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "*provision*" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "*application*" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the City.

**Section 2. Effective Date.** Except as otherwise expressly provided herein, the provisions of this Ordinance shall become effective thirty (30) days after publication following final passage.

**Section 3. Safety Clause.** The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Centennial, 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.

INTRODUCED, READ, AND ORDERED PUBLISHED BY THE CITY COUNCIL OF THE CITY OF CENTENNIAL, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2016.

CITY OF CENTENNIAL

By: \_\_\_\_\_  
Cathy A. Noon, Mayor

Approved as to Form:

\_\_\_\_\_  
For City Attorney's Office

I hereby certify that the above Ordinance was introduced to the City Council of the City of Centennial at its meeting of \_\_\_\_\_, 2016 and ordered published one time by title only in *The Villager* newspaper on \_\_\_\_\_, 2016, and in full on the City web site in accordance with Section 2-1-110 of the Municipal Code.

ATTEST:

SEAL

By: \_\_\_\_\_  
City Clerk or Deputy City Clerk

FINALLY ADOPTED, PASSED, APPROVED WITH AMENDMENTS, IF ANY, AND ORDERED PUBLISHED BY TITLE ONLY, IN *THE VILLAGER* NEWSPAPER AND IN

FULL ON THE CITY WEB SITE IN ACCORDANCE WITH SECTION 2-1-110 OF THE MUNICIPAL CODE BY THE CITY COUNCIL OF THE CITY OF CENTENNIAL, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, BY A VOTE OF \_\_\_\_\_ IN FAVOR AND \_\_\_\_\_ AGAINST.

CITY OF CENTENNIAL

By: \_\_\_\_\_  
Cathy A. Noon, Mayor

I hereby certify that the above Ordinance was finally adopted by the City Council of the City of Centennial at its meeting of \_\_\_\_\_, 2016, and ordered published by title only, one time by *The Villager* newspaper on \_\_\_\_\_, 2016 and in full on the City web site in accordance with Section 2-1-110 of the Municipal Code.

ATTEST:

SEAL

By: \_\_\_\_\_  
City Clerk or Deputy City Clerk

DRAFT



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## Staff Report

TO: Honorable Mayor Noon and Members of City Council

THROUGH: John Danielson, City Manager  
Andy Firestine, AICP, Assistant City Manager

FROM: Derek Holcomb, AICP, Planning and Engineering Manager

DATE OF MEETING: 5/16/2016

DATE OF SUBMITTAL: 5/6/2016

SUBJECT: Commercial Parking and Use of the Public Right-of-Way

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### **1. Executive Summary:**

Recently, Staff has received multiple inquiries from commercial property and business owners concerning the parking of commercial vehicles in the City's public right-of-way (ROW). Specifically, Staff has received complaints that commercial vehicles are being parked in the ROW overnight, in some cases associated with businesses located outside of the City of Centennial. Staff is seeking direction from City Council on whether or not to regulate the parking of commercial vehicles in the ROW, including but not limited to restricting overnight commercial parking in the ROW through signage and enforcement by the Arapahoe County Sheriff's Office (ACSO).

Additionally, Staff has received complaints regarding the parking of commercial vehicles on private residential property, both in residential driveways and concealed in garages. Specifically, Staff has received complaints that the Land Development Code (LDC) restricts the parking of commercial vehicles on residential property, except for large-lot properties zoned Neighborhood Conservation (NC<sub>2A</sub>), but that the City does not enforce on commercial vehicles that are not visible from the ROW. Staff is seeking direction from City Council on whether or not allow the parking of commercial vehicles on private residential property, if screened from public view from the ROW.

### **2. Discussion:**

As a matter of current practice, restrictions for parking of commercial vehicles on residential property are in the Model Traffic Code (MTC) as adopted by the City, with some mention in the LDC. However, while the ACSO generally enforces the MTC and parking on public streets, enforcement of regulations for private property are generally within the contractual responsibility of the City's Code Compliance Division. There are currently some inconsistencies in the codified provisions that govern parking of commercial vehicles on residential property. In addition, it has not been the policy of the City of Centennial to enforce on violations that are not visible from the public ROW, including commercial vehicles that are parked in an enclosed garage or otherwise screened from public view from the ROW.

## Current Regulations – Municipal Code and LDC

The MTC amendments in the Municipal Code provide that:

- *No commercial vehicles can be parked on private property in a residential district unless rendering service to a property within 200 feet of where parked. Semi-tractors, trucks and semi-trailers are further restricted to parking only for no longer than twelve hours between 7 am and 7 pm and four hours between 7 pm and 7 am, and not for longer than two consecutive days. Larger lots (1 acre) are exempted as long as the vehicles are not within 50 feet of a residence on an adjacent property.*

The LDC specifically states:

- *In relation to home based businesses, parking of commercial vehicles or trailers is not allowed; and*
- *In relation to family child care homes, parking of commercial vehicles outside of enclosed garages is not allowed.*

The LDC and the MTC also define “commercial vehicle(s)” differently:

- Under the Municipal Code, “commercial vehicle” means:
  1. Any towed vehicle (whether or not attached to a motor vehicle, and to include without limitation recreational trailers) if in use for a commercial purpose;
  2. Any self-propelled or towed vehicle (whether or not attached to a motor vehicle) bearing a commercial license plate or having a manufacturer's gross vehicle weight rating or gross combination rating of ten thousand one pounds (10,001) or more, which vehicle is used in commerce or is designed to transport sixteen (16) or more passengers, including the driver, unless such vehicle is a bus as defined in this subsection; and
  3. Any motor vehicle designed or equipped to transport other motor vehicles from place to place by means of winches, cables, pulleys, or other equipment for towing, pulling, or lifting.
- Under the LDC, “commercial vehicle” means:
  1. Any motor vehicle, trailer, or semi-trailer that:
    - a. Is designed or used to carry freight, other vehicles, equipment, passengers for a fee, or merchandise in the furtherance of any business enterprise; and
    - b. Has a gross weight of more than 10,000 pounds;
  2. Any step van or truck that is designed for commercial moving or parcel delivery services;
  3. Any truck that is used for retail sales (e.g., ice cream, lunches);
  4. Any vehicle with more than four wheels that is used for business purposes;
  5. Any trailer that is used to haul machinery, supplies, or equipment for business purposes (horse trailers, boat trailers, motorcycle trailers, RV trailers, and car trailers put to personal use are not included in the definition);
  6. Any trailer that is used for commercial hauling (e.g., waste, junk, or lawn clippings), or commercial moving services;
  7. Any tracked vehicle used for construction or excavation; and

8. Any vehicle which has permanently mounted outside brackets or holders for ladders, tools, pipes, or other similar equipment, unless such vehicle is used for on-call emergency services contracted by the City of Centennial or other governmental entity.

### Neighboring Municipalities

Regarding the parking of commercial vehicles in the public ROW, Staff found that the following jurisdictions specifically prohibit the parking of commercial vehicles in the public ROW, except for when in service: Aurora, Denver, Englewood, Littleton, Lone Tree and Westminster. Parker allows parking of commercial vehicles in the ROW in specific locations (by sign) for up to 48 hours for loading and unloading. Thornton allows parking of commercial vehicles in the public ROW only in areas zoned Industrial.

Regarding the parking of commercial vehicles on residential property, Staff has prepared a chart comparing other local jurisdictions. The treatment of this issue varies amongst surrounding jurisdictions from no regulation (in communities where HOAs and covenants are prolific) to an absolute prohibition. A summary of the regulations follows:

CITY/TOWN	COMMERCIAL VEHICLES ON RESIDENTIAL LOTS (PRIVATE PROPERTY)?	DETAILS
Arvada	No, unless in service.	Vehicles unlawful to park or store on residentially zoned lots- 'Large vehicles', defined as: <ul style="list-style-type: none"> <li>• Eight feet or more in width;</li> <li>• Twenty-five feet or more in length;</li> <li>• A vehicle with an attached trailer whose combined length when attached is in excess of thirty feet;</li> <li>• A vehicle whose gross vehicle weight exceeds 10,000 lbs. excepting major recreational vehicles;</li> <li>• A vehicle whose gross vehicle weight rating exceeds 14,500 lbs. excepting major recreational vehicles; or</li> <li>• A truck tractor, semitrailer, or dump truck regardless of size, excluding pick-up trucks with standard beds that have been modified to dump loads.</li> <li>• The term "large vehicle" does not include boats, motor homes, or travel trailers.</li> </ul>

CITY/TOWN	COMMERCIAL VEHICLES ON RESIDENTIAL LOTS (PRIVATE PROPERTY)?	DETAILS
		This provision shall apply except when the vehicle is being used to render services within 200 feet of where parked.
Aurora	No, unless in service.	Vehicles unlawful to park or store on residentially zoned lots: <ul style="list-style-type: none"> <li>• Commercial truck, trailer or construction vehicle or bus exceeding 7,000 pounds empty weight</li> <li>• Truck-tractor</li> <li>• Semi-trailer</li> </ul> This provision shall apply except when the vehicle is being used to render services within 200 feet of where parked.
Colorado Springs	No, unless kept inside.	Vehicles unlawful to park or store outside on private property in a residential zone district: <ul style="list-style-type: none"> <li>• Commercial vehicle with a gross vehicle weight rating (GVWR) of ten thousand one (10,001) pounds or greater</li> <li>• Any construction equipment, flatbed, or trailer normally used to transport such equipment on private property.</li> </ul>
Englewood	No, unless in service.	No parking of vehicles greater than 7000 pounds on private property in residential areas.
Greenwood Village	Not addressed unless in certain permitted parking districts.	Relies on covenants to define and control commercial vehicle parking.
Lakewood	No, unless in service.	It is unlawful for any person to park any of the following vehicles on either side of the public right-of-way adjacent to any lot in any residential zoned district, except when said vehicle is being used to render services to a property located within two hundred feet of where the prohibited vehicle is parked: <ul style="list-style-type: none"> <li>• Any commercial vehicle or commercial trailer;</li> </ul>

CITY/TOWN	COMMERCIAL VEHICLES ON RESIDENTIAL LOTS (PRIVATE PROPERTY)?	DETAILS
		<ul style="list-style-type: none"> <li>• Any truck exceeding six thousand pounds empty weight;</li> <li>• Any motor vehicle exceeding twenty-five feet in length except as set forth in Section 10.33.075; or</li> <li>• A combination of a trailer and motor vehicle exceeding twenty-five feet in length or eight feet in width.</li> </ul>
Littleton	No, unless in service.	<p>Unlawful to park or stand a dump truck, truck exceeding seven thousand (7,000) pounds' empty weight, commercial trailer, semitrailer or truck tractor, or to permit same to be parked <i>anywhere within the City in any residential zone district</i>, except when said vehicles are being expeditiously used to render services, such as, but not limited to, deliveries, pickups or construction activities, to property located within two hundred feet (200') of where said vehicle is parked. (Traffic code)</p>
Lone Tree	Not addressed.	<p>Issue studies by Council in late 2014 and staff report noted many HOAs with covenants addressing.</p>
Longmont	Yes, with restrictions.	<p>A commercial vehicle may be left or parked in any front or side yard adjacent to a street as long as the vehicle is parked on an improved surface; is operable and has current, valid plates; and does not hang over or obstruct the public sidewalk or street.</p> <p>Commercial vehicles may also be stored in the rear yard as long as they are operable and have current, valid plates. Rear yard parking does not need to be on an improved surface.</p>

CITY/TOWN	COMMERCIAL VEHICLES ON RESIDENTIAL LOTS (PRIVATE PROPERTY)?	DETAILS
		A commercial vehicle means any motor vehicle, truck, truck tractor, trailer or semitrailer used in the business of transporting persons or property over the public highways for profit, hire or otherwise in any business or commercial enterprise.
Northglenn	No, unless in service.	In all residential zones of the City: No vehicle with a manufacturer's stated carrying capacity of more than one (1) ton shall be stored or parked except while making normal deliveries.
Parker	Not addressed.	n/a
Thornton	Yes, through a permit issued by the Director.	A limit of one vehicle weighing more than 8,000 pounds per property. An application for permit must be accompanied by signed statements from all property owners within 300 feet stating no objection. A hearing will be held if all owners within 300 feet do not submit letters stating no objection.
Westminster	No, unless in service.	<p>Unlawful to park any vehicle which is thirty-five feet (35') or more in length upon any residential lot within the City, except for the purpose of loading and unloading.</p> <p>Unlawful to park truck trailers, semi-tractors, trucks, buses and construction equipment on any driveway in a residential district, on a vacant lot in a residential district or in a front yard or side yard on street; provided, however, that parking on a construction site for which a valid building permit exists is allowed for the purpose of loading and unloading materials.</p> <p>Churches located in a residential district may park one multi-passenger bus on the church parking lot. Said bus is to</p>

CITY/TOWN	COMMERCIAL VEHICLES ON RESIDENTIAL LOTS (PRIVATE PROPERTY)?	DETAILS
		<p>be locked when not in use. Additional buses owned by such church shall not be parked or stored on the church parking lot, but shall be parked or stored at a location having appropriate zoning to permit such use.</p> <p>It shall be unlawful to park more than one vehicle associated with a business in any residential district of the City where such vehicle is visible from public or private property.</p>

**3. Recommendation:**

Staff is seeking direction from City Council on whether or not to regulate the parking of commercial vehicles in the ROW, including but not limited to restricting overnight commercial parking in the ROW through signage and enforcement by the ACSO.

Staff is also seeking direction from City Council on whether or not allow the parking of commercial vehicles on private residential property, if screened from public view from the ROW.

**4. Alternatives:**

The City Council may:

- 1) Modify the scope of the proposed LDC amendment; or
- 2) Direct Staff to take no action at this time.

**5. Fiscal Impact:**

Enforcement of an ordinance restricting parking of commercial vehicles in the ROW and on private residential property, if adopted, would be by the ACSO and prosecuted in the City’s Municipal court. It is not anticipated that any such ordinance would result in a need to amend the agreement between the City and the ACSO. In addition, the Municipal Court’s current level of staffing and budget is anticipated to be adequate to handle any complaints for violation of an ordinance of this nature. All signage associated with the restriction of parking of commercial vehicles in the ROW would be installed at the City’s expense, unless otherwise directed by Council.

**6. Next Steps:**

If City Council directs Staff to move forward with an amendment to the Municipal Code and LDC, a proposed ordinance will be brought back to Council at a future date following a presentation to the Planning and Zoning Commission for their consideration and recommendation.

### **3. Previous Actions:**

#### **Prior Amendments to the 2011 LDC**

City Council has considered several ordinances amending the LDC since its initial effective date (for residential properties), including:

- Ordinance No. 2011-O-14 – Home occupations, landscaping, public notice
- Ordinance No. 2011-O-16 – Temporary sign permits
- Ordinance No. 2011-O-20 – Exterior lighting
- Ordinance No. 2011-O-22 – Electronic message center sign regulations
- Ordinance No. 2011-O-29 – Sight triangles
- Ordinance No. 2012-O-10 – Site plans, fence posts, public notice
- Ordinance No. 2012-O-14 – Non-commercial agricultural activities
- Ordinance No. 2012-O-16 – Fences, temporary signs, and locational restrictions
- Ordinance No. 2012-O-17 – Pets, wildlife, and livestock
- Ordinance No. 2012-O-25 – Technical amendments
- Ordinance No. 2012-O-26 – Oil and gas regulations
- Ordinance No. 2013-O-31 – Floodplain management
- Ordinance No. 2013-O-49 – Technical amendments
- Ordinance No. 2014-O-03 – OSR zone district maximum height
- Ordinance No. 2014-O-04 – Fines and restitution
- Ordinance No. 2015-O-01 – Technical amendments
- Ordinance No. 2015-O-09 – Activity Center zone district modifications
- Ordinance No. 2015-O-20 – Technical amendments
- Ordinance No. 2016-O-04 – Residential beekeeping

### **4. Suggested Motions:**

As this is being presented to the City Council at a Study Session, no motion is needed.