



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, February 2, 2016

7:00 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Bega/Littleton Student Ambassador Gabriella Ahles presents "Littleton - My Hometown"

5. Public Comment

Public Comment on Consent Agenda and General Business items

6. Consent Agenda Items

- a) [ID# 15-321](#) Motion to approve Council's 2016-2017 Protocols and Standards of Conduct
Attachments: [2016 Council Protocols](#)
- b) [ID# 15-322](#) Motion to approve Council's 2016-2017 Legislative Rules
Attachments: [2016 Council Legislative Rules](#)
- c) [ID# 15-324](#) Motion to approve Council's 2016-2017 Policy Statement
Attachments: [2016 Policy Statement](#)
- d) [Resolution 09-2016](#) Resolution authorizing the mayor, on behalf of the city as the property owner, to sign an Administrative Amendment to the Planned Development, the Site Development Plan and the Subdivision Exemption and accepting quit claim deeds from South Suburban Parks and Recreation in connection therewith.
Attachments: [2016 Resolution Accepting Property Transfer from SSPR for Firestation 19 in Tr quit claim #1](#)
[quit claim #2.pdf](#)

- e) [Resolution 14-2016](#) Resolution approving a Second Amendment to Funding Agreement for RTD Funding of Local Transportation Services
- Attachments:** [Resolution 14-2016](#)
[2016 - RTD Shopping Cart Fund - 2nd Amendment to RTD Agreement](#)
[2015 - RTD Shopping Card Fund - 1st Amendment](#)
[2014 Littleton RTD Funding Agreement](#)
- f) [ID# 16-18](#) Certification of the January 19, 2016 regular meeting minutes
- Attachments:** [01-19-2016 Journal](#)

7. Ordinances for Second Reading and Public Hearing

8. General Business

9. Public Comment

10. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

11. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (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. For any additional information concerning City meetings, please call the above referenced number.



Staff Communication

File #: ID# 15-321, **Version:** 2

Agenda Date: 02/02/2016

Subject:

Motion to approve Council's 2016-2017 Protocols and Standards of Conduct

Presented By: Bruce Beckman, Mayor

POLICY QUESTION:

Does city council support approving Council's 2016-2017 Protocols and Standards of Conduct?

BACKGROUND:

City Council met on December 8, 2015 and January 26, 2016 to discuss and update the Council's 2016 Protocols and Standards of Conduct.

PROPOSED MOTION:

I move to approve Council's 2016-2017 Protocols and Standards of Conduct.



PROTOCOLS AND STANDARDS OF CONDUCT

Adopted 02/02/2016

I. Purpose and Intent

The Charter of the City of Littleton provides the founding document for all issues concerning protocols and standards of conduct as a primary reference, and the City of Littleton is committed to maintaining high ethical standards. The City operates in a representative democracy to serve the citizens of Littleton and ensure the community's needs are met. Public servants have a special responsibility to carry out their duties with integrity. In order to preserve the confidence and trust of the public, the Protocol and Standards of Conduct provides uniform rules to guide the conduct of the City's Council and board and commission members, hereinafter referred to as Boards.

Non-substantive changes to this document may be made and then distributed to Council.

II. Meeting Protocols

- A. Public input and observation are an important part of the democratic process. Council/Boards should make the public feel welcome and should refrain from showing any sign of partiality, prejudice or disrespect toward an individual participating in or attending a public forum. Members of City Council/Boards should be made to be fair and impartial in listening to public testimony. City Council will be accepted any written comments if they include the name and address of the sender. Comments to be included in City Council's packets will be sent to the City Clerk no later than 1:00 p.m. on the Thursday before the Tuesday meeting. If there are issues that need to be addressed after packets are distributed, the correspondence received by the City Clerk by noon on the Monday before a public hearing and disseminated to City Council via email and will be collated; any documents received after the 12:00 p.m. on the day of a Council meeting will be disseminated the night of the City Council meeting.
- B. Council expects civility among and between Council, Boards, and members of the public while in meetings. Disrespectful behavior will not be tolerated. Any person who makes offensive, insulting, threatening, insolent, slanderous or obscene remarks or becomes boisterous or who makes threats against any person or against public order and security while in the Council Chamber shall be removed at the direction of the Mayor from the meeting, unless permission to remain is granted by the majority vote of the Council members present.

- C. Council/Boards should show respect for each other at all times. Disagreement and debate are constructive and expected. An effective Council/Board is composed of members who are able to agree to disagree without personalizing issues.
- D. Members of the Council/Boards and the public are expected to refrain from sidebar conversations to the greatest extent possible so as not to detract from the speaker who has the floor.
- E. Because scheduled meetings are the intended forum for public debate and dialog, Council expects all Council/Board members to keep an open mind without prejudice, to work collaboratively to identify promising options, to openly discuss and evaluate options, and to listen to the concerns of other Council/Boards prior to making a decision. Additionally, it should be understood that acknowledgement of individual opinions and ideas, especially those that differ from one's own, is what allows the best discussion and decision for the community.
- F. Council/Boards are expected to attend meetings having reviewed all the materials and to be prepared to ask questions, make comments, and discuss all issues.
- G. To attain efficiency, Council/Boards should simply state, "I agree" rather than restating a point.
- H. Council/Boards should ask the Mayor/Chair to intervene if discussion on agenda becomes repetitive.
- I. Council/Boards should consider the best interests of the City and the ramifications to all the citizens and businesses while considering issues.
- J. Council/Boards should refrain from undermining the Council/Board as a whole or undermining an individual member. Members should feel comfortable communicating the reasoning for their voting decision. However, after the decision has been made, the member should support the decision of the body and move forward.
- K. It is improper during roll call for any Council/Board members to state or attempt to state the vote or sentiments of any absent Council/Board member.
- L. Any Council/Board member who is unable to attend a scheduled meeting shall notify the Mayor/Chair or City Manager at least 24 hours in advance of said meeting, if possible.
- M. Council/Boards agree to bring non-substantive changes to items on the agenda to staff outside of a public meeting and retain substantive items for public discussion with Council/Board.
- N. The City Council is responsible for making policy. The City staff is responsible for implementing policy. Council members and staff should understand the difference between creating policy and implementing policy and be respectful and supportive of each

role. In the development of policy recommendations to the City Council, alternatives should be evaluated and addressed by staff.

- O. The City Council desires to have all City Council, Planning Board, Historic Preservation Board, Board of Adjustment, Board of Appeals, and Licensing Authority regular, special, and study meetings televised and recorded. When creating any working groups or committees, the City Council shall determine whether the purpose of the committee warrants its meetings being recorded and televised.

III. Confidential Information

Confidential information shall not be disclosed to anyone other than City Council, Boards or City staff whose official duties are related to the subject matter of the confidential information. This protocol shall not be construed as prohibiting the City Manager and City Attorney from distributing confidential information to the extent reasonably necessary to implement Council direction.

IV. Making Public Statements

- A. When giving a written or oral personal public opinion concerning issues facing or involving the City, all Council, Board or Commission members shall refrain from making statements on behalf of the City or the body upon which he or she serves, unless such person has explicitly been authorized by the respective body. When acting as, or perceived as acting as, a representative of the official body he or she represents, an individual must always uphold the approved Council, Board or Commission point of view.
- B. Any comments made by a Council/Board member at a meeting of another board should be assumed to be the Council/Board member's personal views or opinions and not the official position of the Council/Board unless stated otherwise.
- C. Council reports are intended to communicate to other Council members about meetings and information that are of value and beneficial to the body as a whole.

V. Council/Boards and City Employee Communications

- A. To foster open communication and the public policy-decision making process, it is the desire of Council to ensure an evenness of communication between Council/Boards and staff as well as between Council/Board members. This means all Council/Board members expect to receive information that is relevant to the Council/Board's policymaking authority and deliberations as well as to the education and knowledge of individual members.

- B. All City Council and Board and Commission members shall use city email for email communication on any city issues.
- C. Council/Boards should seek direction from the City Manager if there is any doubt regarding the appropriate level of contact with City employees.
- D. Council/Boards should make reasonable attempts to notify the appropriate City staff members in advance of public meetings about key questions and discussion points that they would like addressed during the public meeting.
- E. For routine questions or requests (e.g., code complaints, questions regarding agenda items), Council/Boards should contact the City Manager's Office or the appropriate City department director with information about the request. These requests can be made at any time rather than waiting for a formal referral at a Council/Board meeting. It is the responsibility of staff to ensure an evenness of information when questions are asked of staff that relate to an issue that might come before the Council/board and disseminate information accordingly. Legal questions should be initiated through the Deputy City Attorney whenever possible and appropriate.
- F. Requests for additional information or reports that staff determines would take a significant amount of staff time/resources shall be referred to the City Manager for review and possible consideration by the Council/Boards as a whole and agreed upon as something that merits an investment of City resources.
- G. Critical comments about specific City employees' performance should only be made to the City Council appointees that include the City Manager, the City Attorney and the municipal judge through correspondence or conversation outside the public setting.
- H. All Boards shall be given sufficient and reasonable advance notice of a Council meeting for which the Board either will be the subject of an agenda item or is being requested to participate in the Council meeting agenda, allowing for scheduling and preparation.

VI. Involvement in Administrative Functions

- A. Members of Council/Boards shall refrain from influencing the recommendations made by staff or the information provided by staff to the Council/Board as a whole.
- B. Members of Council/Boards should have the same information for decision-making purposes. The Council/Boards may expect staff to provide each member with identical information on items scheduled for deliberation, even when requested by only one member.

VII. Council Conduct with Boards and Commissions

- A. The City Council has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on most Boards or Commissions are advisors to the City Council. They are a valuable resource to the City’s leadership and should be treated with appreciation and respect. Council members should refrain from having any ex parte communications with Boards concerning issues and/or applications before any quasi-judicial body. Council communication with Boards shall be solely through a joint work session or through Council liaisons as set forth below.
- B. Since the attendance of three or more Council members constitutes a legal Council meeting, Council members should advise the City Clerk at least 24 hours in advance of their planned attendance, or at another function where discussion of City business is anticipated so that appropriate and timely public notification can be prepared and posted.

VIII. Council Meetings with Boards and Commissions

- A. To elevate the communication between individual Boards and Council and to even the flow of information, the Council may meet with the Council-appointed Boards at a Study Session at least yearly, or on an as-needed basis as requested by the Board/Commission or the City Council.
- B. To facilitate positive relations between the Boards and the Council, the Mayor may appoint a Council liaison to the Fine Arts Board, Library Board, and Museum Board. The Council may, at its sole discretion, choose to appoint liaisons to other Boards and Commissions as it deems appropriate. The role of the liaison shall be to convey current and relevant information on Council activities to the individual Board or Commission; to provide input as requested; and generally provide a conduit of Council activity and actions.

IX. Council/Board and Commission Conduct With the Public

- A. Council/Boards should be cordial, welcoming, and respectful to the public in all situations.
- B. Council/Boards should be welcoming and respectful to speakers without exception.
- C. If necessary, public comments received during a public meeting will be followed up by staff at a later time or as directed by the Council/Board. It is not anticipated nor expected for staff to respond during that meeting unless specifically requested by the Council/Board.
- D. Questions from the Council/Board to speakers should seek to clarify or expand information. Members should avoid challenging or criticizing speakers. If a speaker is off the topic or exhibits behavior or language that is disruptive or disrespectful, the Mayor

or Chair should interrupt, focus the speaker, and reestablish the order and decorum of the meeting.

X. Personal Expectations

A. Responsibility.

1. I understand that the community expects me to serve with dignity and respect and be an agent of the democratic process.
2. I avoid actions that might cause the public to question my independent judgment.
3. I do not use my office or the resources of the City for personal or political gain.
4. I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the City and its citizens.

B. Fairness.

1. I promote consistency, equity and non-discrimination in public agency decision-making.
2. I make decisions based on the merits of an issue, including research and facts.
3. I encourage diverse public engagement in decision-making processes and support the right of the public to have access to public information concerning the conduct of the City's business.

C. Respect.

1. I treat my fellow City officials, staff, commission members and the public with patience, courtesy, civility, and respect, even when we disagree on what is best for the community and its citizens.

D. Integrity.

1. I am honest with all elected officials, staff, commission members, boards, and the public.
2. I am prepared to make decisions for the best interest of the public whether those decisions are popular or not.
3. I take responsibility for my actions even when it is uncomfortable to do so.



Staff Communication

File #: ID# 15-322, **Version:** 2

Agenda Date: 02/02/2016

Subject:
Motion to approve Council's 2016-2017 Legislative Rules

Presented By: Bruce Beckman, Mayor

POLICY QUESTION:

Does city council support approving Council's 2016-2017 Legislative Rules?

BACKGROUND:

City Council met in study sessions December 8, 2015 and January 26, 2016 to discuss and update Council's Legislative Rules.

PROPOSED MOTION:

I move to approve Council's 2016-2017 Legislative Rules



LEGISLATIVE RULES

Adopted 02/02/2016

I. Rules of Order and Business Adopted; Purpose

- a. These rules shall govern all meetings and proceedings of the City Council, Boards, Commissions, and Authorities and the order of business, and the conduct of the Mayor, City Council and Board and Commission members and persons in attendance at such meetings.
- b. All City Commissions, Boards, and Authorities shall adhere to these rules and procedures to the extent that these rules and procedures are not inconsistent with the public business to be conducted by such bodies. Where applicable throughout this document, references to City Council will be interchangeable with Boards, Commissions, and Authorities, and references to Mayor or Mayor Pro tem will be interchangeable with Chair, Vice Chair or other Presiding Officer of any Board, Commission or Authority.
- c. These rules are simple. Strict technical rules may impede rather than advance the legislative process. Reason, common sense, and cooperation must prevail in the conduct of City business. Dissent and debate are essential and beneficial elements of our system of free and open government. No action of the City shall be deemed invalid because of failure to follow any rule of order or business provided herein.
- d. The Council may hold joint meetings with Boards, Commissions, or Authorities in addition to other meetings.
- e. Non-substantive changes may be made to this document and then distributed to Council.

II. Council Meetings

- a. **Regular Meetings.** The City Council shall conduct regular meetings generally on the first and third Tuesdays of each month. All regular meetings shall begin promptly at 7:00 p.m. Meetings shall be held at the City Hall unless otherwise posted in accordance with state law. The time, date, and location of any meeting can be changed by majority vote of Council and posted in accordance with state law.
- b. **Special Meetings.** Special meetings shall be called by the Mayor at the request of a

majority of Council, in action taken at a publicly noticed Council meeting, or may be noticed by the City Clerk upon the request of the Mayor or two or more members of the City Council. Generally, special meetings shall start at 7:00 p.m. Notice of special meetings of Council shall be given to the members not less than 24 hours before the time fixed for the meeting.

- c. Emergency Meetings. In the event an emergency has been declared by the City Manager, notice of emergency meetings shall be given by the most expedient mechanism available in such event; emergency meetings may be called by the Mayor or the City Manager. Notice of the date, time, and place of any emergency meeting shall be given to the Council members and the public not less than one hour prior to the time fixed for the meeting.
- d. Study Sessions. The City Council may conduct study sessions generally on the second and fourth Tuesday of each month. The City Council may hold study sessions on such dates and at such times as called by City Council or the City Manager. Generally, study sessions shall begin at 7:00 p.m. Such study sessions may coincide with regular or special meetings of City Council. The purpose of the study session is to discuss and study items. Council may vote or take a consensus to give direction to staff. Study sessions shall not be a forum for public hearings.
- e. Meeting Cancellation. Except for those cancellations necessitated by Acts of God, notice of cancelling a meeting of City Council shall be posted and given to the members not less than 24 hours before the time fixed for the meeting.
- f. Meeting Duration. Regular and Special meetings of the City Council shall end at approximately 10:00 p.m. unless formal action is taking by the Council to extend the meeting duration.
- g. Agenda. The agenda for meetings of City Council shall be prepared by the City Manager and posted by the City Clerk in the manner required by law.
- h. Order of Agenda. The agenda, for regular and special meetings, may be organized as follows: call to order, Pledge of Allegiance, roll call, first public comment for consent agenda and general business items, consent agenda, public hearing and second reading of ordinances, general business, second public comment, reports, and adjournment.
- i. Adoption of Agenda. As the first item of business at each meeting, Council will adopt the agenda as published or as revised by a majority vote.
- j. Review and Approval of Minutes. At each regular meeting of the City Council, the draft minutes of the preceding meetings shall be reviewed, amended if appropriate, and approved.

III. Council Proceedings

- a. Roll Call. The Mayor shall call the meeting to order and the City Clerk shall call roll. In the absence of a quorum at the time appointed for a meeting, the members present may, by a majority vote, take a recess or recesses, and direct the City Clerk to procure the attendance of absent members.
- b. Temporary Chair. In both the absence of the Mayor and Mayor Pro Tem, the City Clerk shall call the Council to order and call the roll of the members. If a quorum is found to be present, the Council shall proceed to elect, by a majority vote of those present, a chair of the meeting, to act until the Mayor or Mayor Pro Tem of the Council appears.
- c. Decorum. During the meeting, the Mayor shall preserve order and decorum and decide all questions of order, decide who is allowed to speak, and in what order, be it either a Council member or a member of the audience.
- d. Appeals from Decisions of the Chair. The Mayor shall preserve decorum and decide all questions of order, subject to appeal to Council. In case of an appeal by a Council member of a ruling of the Mayor, the question shall be: "Shall the decision of the Mayor stand as the decision of the Council?" The Council shall vote either to affirm or reverse the decision of the Mayor. If a member transgresses the rules of Council, the Mayor shall call him or her to order.

IV. Parliamentary Rules

As a guiding principle, the following rules of procedure will be observed at regular and special meetings.

- a. Addressing Presiding Officer. Every member speaking to a question or making a motion shall address the presiding officer, who shall thereupon state the nature of the question under debate.
- b. Debate Limitation. No member shall be allowed to speak more than once to a motion before all members have had an opportunity to speak.
- c. Questions to Contain One Subject. All questions (motions) submitted for a vote shall contain only one subject.
- d. Discussion. Discussion on an agenda item may be held prior to a motion.
- e. Main Motion. A subject is introduced by a main motion. Once seconded, no other topics should be taken up until after the motion is disposed of.

- f. Motion to Amend. This motion is used when the intention is to change, add, or omit some part of a main motion. This motion is debatable and requires a majority vote of the members present for passage. A motion to amend is not amendable. First, a vote is held on the motion to amend. If that vote is affirmative, the second vote is held on the main motion as amended. Only one amendment to a motion may be on the floor at any one particular time. Any motion to amend shall consist of but one amendment. An amendment once rejected may not be moved again in the same form.
- g. Motion to Table or Postpone to a Date Certain. This motion requires that consideration of the main motion be delayed until a certain, stated time for, among other reasons, obtaining more information. A future date certain shall be set when the subject is considered. This motion is debatable and requires a majority vote of the members present for passage.
- h. Motion to Table Indefinitely. This motion postpones consideration of the main motion in such a way that the issue being discussed may be taken up at an unspecified, later date when a majority of the members present vote to “call it from the table.” This motion is not debatable and requires a majority vote of the members present for passage.
- i. Motion to Call the Question. This motion is made to end discussion that has become lengthy or repetitious. When the motion is seconded, the Mayor immediately calls the vote on the question of closing the discussion. This motion is not debatable and requires a 2/3 vote of the members present for passage.
- j. Motion to Reconsider. The Council may reconsider a vote during the same meeting on the motion by a member who voted on the prevailing (winning) side of the issue. If that vote is affirmative, a second vote is held on the issue to be reconsidered. A motion to reconsider a proposal that has been acted upon must be made prior to adjournment of the meeting. A majority vote, of members present, of the Council, Board or Commission shall be sufficient for reconsideration of a vote.
- k. Vote. The Mayor shall call for a vote by requesting the ayes in favor of the motion and nays opposed to the motion be reflected on the vote board. If there is no vote board, the members shall cast their vote by voice.
- l. Show of Hands. The Mayor or any other member may request a show of hands at any time. No member may vote by proxy.
- m. Point of Order, Questions, and Inquiries. A point of order may be raised at any time and supersedes any issue being discussed at the time. The Mayor shall rule on the point of order before proceeding. If a member disagrees with the ruling by the Mayor, such member may appeal such ruling by stating “Shall the decision of the Mayor be sustained?” A majority

vote in the negative is required to overturn the Mayor's ruling. The appeal is debatable and the Mayor may participate in the debate without giving up the chair.

- n. Procedures. Whenever necessary, advice may be asked as to correct procedures or facts may be requested. The Mayor shall respond to the question or refer it to the proper person.
- o. Withdrawal of Motions. When a motion is made and seconded, it shall be stated by the Chair before debate. A motion may not be withdrawn by the mover without the consent of the member seconding it and the approval of a majority of Council.
- p. Motion to Adjourn or Recess. A motion to adjourn or recess is not debatable and shall be in order at any time, except as follows:
 - 1. When repeated without intervening business or discussion;
 - 2. When made as an interruption of a member while speaking;
 - 3. When the previous questions have been ordered;
 - 4. While a vote is being taken.
- q. Motion to Adjourn. At the conclusion of business, the Mayor may declare the meeting adjourned without waiting for a motion or a member may move to adjourn. A motion to adjourn by a member is not debatable and a majority vote of the members present is required for passage. When the meeting is adjourned, the meeting is immediately halted.
- r. Suspension. Unless otherwise provided by Charter or ordinance, any rule except such as required by a two-thirds (2/3) vote may be suspended by the vote of a majority of the members of Council present without debate. A rule requiring a 2/3 vote may be suspended upon a vote of 2/3 of the members, of the Council present.
- s. Committees/Liaisons. The Mayor shall appoint Board and Commission liaisons and the chair of any special Committee and such appointments shall be ratified by Council. The Mayor may appoint special committees of Council members or citizens, which shall be ratified by Council, to assist in the study of items before the Council and the committee so appointed shall serve until the matter is disposed of by the Council.
- t. Election of Mayor. The Mayor and Mayor Pro Tem shall be elected by Council. Nominations will be accepted at the meeting by the City Clerk and each Council member will cast a public vote for their selected candidates. Council members may be allowed questions of the candidates prior to voting.
- v. "Robert's Rules of Order Newly Revised." Robert's Rules of Order may be considered persuasive authority in deciding any questions arising on points of order not covered by these parliamentary rules.

V. Changes/Additions

Changes and additions to these rules and procedures may be made at any regular or special meeting of the City Council for which the proposed changes have been publicly posted at the same time the agenda for the meeting is posted by an affirmative vote of at least four members of the entire Council. Changes and/or additions shall be effective at the next regular or special meeting.



Staff Communication

File #: ID# 15-324, **Version:** 2

Agenda Date: 02/02/2016

Subject:
Motion to approve Council's 2016-2017 Policy Statement

Presented By: Bruce Beckman, Mayor

POLICY QUESTION:

Does city council support approving Council's 2016-2017 Policy Statement?

BACKGROUND:

City Council met in study sessions December 8, 2015 and January 26, 2016 to discuss and update the Council's Policy Statement

PROPOSED MOTION:

I move to approve Council's 2016-2017 Policy Statement.



Policy Statement – adopted 02/02/2016

The Littleton City Council and staff work together to ensure the City of Littleton remains a high-quality organization and a safe community in which to live, work and play. To ensure this is the case, Council and staff coordinate to identify issues occurring at the regional, state and federal levels that require monitoring and may require advocacy on the City's behalf.

The City Council recognizes that the state and federal legislative processes generally do not lend themselves to the timing of action by municipal governments. With a desire to be responsive and ensure the City's interests are represented, this document is designed to give staff direction to act on key issues of concern to Littleton City Government and as a brief guide for legislators to reference when considering proposals that may affect the City.

The following subject areas and positions are not meant to be a comprehensive list of matters of City concern. They have been identified by staff and confirmed through Council action and constitute the official positions of the City of Littleton and serve as a guide for establishing a position on issues that require quick action if deemed appropriate by staff.

Local Control & Home Rule

State and Federal intervention into issues best handled at the local level undermine local control and the City's home rule authority. Article XX of the Colorado Constitution grants home rule municipalities such as Littleton, "the full right of self-government in local and municipal matters." Efforts to strengthen local control should be supported, while intervention by the state or federal governments into local issues or efforts to detract from the City's home rule authority should be opposed.

State and Federal Mandates

Mandates imposed on local governments, especially unfunded mandates, can stretch the financial and personnel resources of the City and shift such resources away from local priorities and needs. At a minimum, any mandates imposed on the City should be funded entirely by the entity imposing said mandates. The City will oppose any efforts that are not appropriately funded, that are not a priority for the City, or that may impose financial burdens or require a shift in personnel resources.

Tax and Finance

The City's finances are interrelated with state finances and policies. The City supports actions by the State of Colorado to adhere to fiscal fair play and efforts to address competing



constitutional provisions that do not negatively affect the City's finances. The City also supports efforts that expand municipal taxing authority or equitably share new state revenue with municipal governments. The City will oppose efforts that reduce local revenues or preempt municipal taxing authority, including authority to set the local tax base, local collection and related authority.

Economic Development

The City of Littleton has been a leader in economic development in the State and supports the State in the implementation of a multifaceted economic development program that is coordinated with local efforts and promotes the economic vitality of our state and attracts and grows businesses and creates jobs. The City will oppose actions that hinder local economic development and job-creation efforts.

Land Use and Development

The City of Littleton supports local control related to planning, land use, development and redevelopment. The City support policies that encourage in-fill and transit-oriented development and limits sprawl and further development in unincorporated areas. The City will oppose efforts that reduce or preempt municipal land use authority or impose further restrictions on the use and powers of urban renewal authorities and the use of tax increment financing.

Transportation

Littleton recognizes the need to maintain and expand the State's multimodal transportation system and that our streets, sidewalks, trails, transit and others services are a part of that interconnected system. The City supports efforts to develop new flexible funding options to maintain and improve our state, metro and local transportation systems.

Telecommunications

The City recognizes the importance of the availability of high-quality telecommunication services to residents and businesses for economic development and enhanced quality of life. The City supports market competition in the telecommunications realm, efforts to promote build out and fiber optic or comparable connections to residences and businesses and protection of municipal franchising and regulatory authority, including control over uses in the public rights-of-way.

Other areas of concern that are monitored and evaluated on a case by case issue include police, fire and emergency medical services, municipal courts, environmental/sustainability issues, open meetings/open records law, liquor and marijuana enforcement, workers' compensation, procurement/public contracts, human resources, and governmental immunity, among others.



Staff Communication

File #: Resolution 09-2016, **Version:** 1

Agenda Date: 02/02/2016

Subject:

Resolution authorizing the mayor, on behalf of the city as the property owner, to sign an Administrative Amendment to the Planned Development, the Site Development Plan and the Subdivision Exemption and accepting quit claim deeds from South Suburban Parks and Recreation in connection therewith.

Presented By: Mark Relph, Public Works and Utilities Director

POLICY QUESTION:

Does city council support accepting the property ownership transfer from South Suburban Parks and Recreation (SSPR) for Station 19 located on TrailMark Parkway and authorizing the mayor to sign three applications as the property owner?

BACKGROUND:

On December 15, 2015, the city council authorized the construction contract for Station 19 located on TrailMark Parkway. The construction of Station 19 requires three development applications: an Administrative Amendment to the Planned Development (APD15-0003), the Subdivision Exemption (SDE15-0003), and the Site Development Plan (SDP15-0022). The three applications are administrative and do not require council review or approval of the land use; however, by approving this resolution, council accepts the ownership of a portion of Tract D, via quit claim deed, and authorizes the mayor to sign the applications on behalf of the city, as the property owner of Tract C and the quit claimed portion of Tract D.

The quit claim will occur in two parts. The first is for about 900 square feet, which has already been approved by SSPR. The second quit claim, which is not necessary for the construction of the building, but will be pursued with SSPR to capture the final paved surface of the station access.

This request is for authorization for the mayor to execute the applications and recorded documents, on behalf of the city as the property owner. This is not a request for land use approval by the council. The three development applications are:

1. The administrative amendment to the existing planned development is required to reduce the rear setback.
2. The subdivision exemption is required to revise the size of Tract C to accommodate the station building.
3. A site development plan is required for the construction of the building.

The property owner needs to sign the mylars for the above applications prior to being recorded.

STAFF ANALYSIS:

Approval of these applications is necessary for the construction of Station 19 because the city is the applicant.

FISCAL IMPACTS:

SSPR will transfer ownership via quit claim deeds at no cost to the city.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

PROPOSED MOTION:

I move to approve the resolution authorizing the mayor, on behalf of the city as the property owner, to sign an Administrative Amendment to the Planned Development, the Site Development Plan, and the Subdivision Exemption and accepting quit claim deeds from South Suburban Parks and Recreation in connection therewith.

44 ATTEST:

45

46

47 _____
Wendy Heffner

48 CITY CLERK

49

50 APPROVED AS TO FORM:

51

52

53 _____
Kristin Schledorn

54 CITY ATTORNEY

55

56

57

Bruce O. Beckman

MAYOR

QUITCLAIM DEED

THIS DEED is dated _____, 20____, and is made between South Suburban Parks and Recreation 6631 South University Boulevard Centennial, Colorado 80121 a quasi municipal corporation duly organized and existing under and by virtue of the laws of the State of Colorado, the "Grantor," and City of Littleton, Colorado a municipal 2255 West Berry Avenue, Littleton, CO 80120 a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, the "Grantee," whose legal address is

WITNESS, that the Grantor, for and in consideration of the sum of Ten and 00/100 ----- DOLLARS, (\$ 10.00-----), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the _____ * County of Jefferson and State of Colorado, described as follows:

ATTACHED EXHIBIT "A"

also known by street address as: and assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

ATTEST:

GRANTOR:

Its: _____

By: _____
Name: _____
Its: _____

STATE OF COLORADO }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as the _____ as the _____ of the Grantor, on behalf of the corporation.

Witness my hand and official seal.
My commission expires:

*Insert "City and" if applicable.

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)



EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT D, CHATFIELD GREEN SUBDIVISION FILING NO. 1, AS PLATTED UNDER RECEPTION NUMBER F0528286 IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER; SITUATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 69 WEST OF THE 6th PRINCIPAL MERIDIAN; CITY OF LITTLETON, COUNTY OF JEFFERSON, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, HAVING A BEARING OF NORTH 89°19'14" EAST.

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT C;

THENCE SOUTH 89°19'14" WEST, ALONG THE SOUTH LINE OF SAID TRACT D, CHATFIELD GREEN SUBDIVISION FILING NO. 1, A DISTANCE OF 10.81 FEET;

THENCE NORTH 00°40'44" WEST, A DISTANCE OF 86.40 FEET;

THENCE NORTH 43°22'55" EAST, A DISTANCE OF 15.55 FEET TO A POINT ON THE WEST LINE OF SAID TRACT C;

THENCE SOUTH 00°40'44" EAST, ALONG SAID WEST LINE, A DISTANCE OF 97.56 FEET TO THE POINT OF BEGINNING.

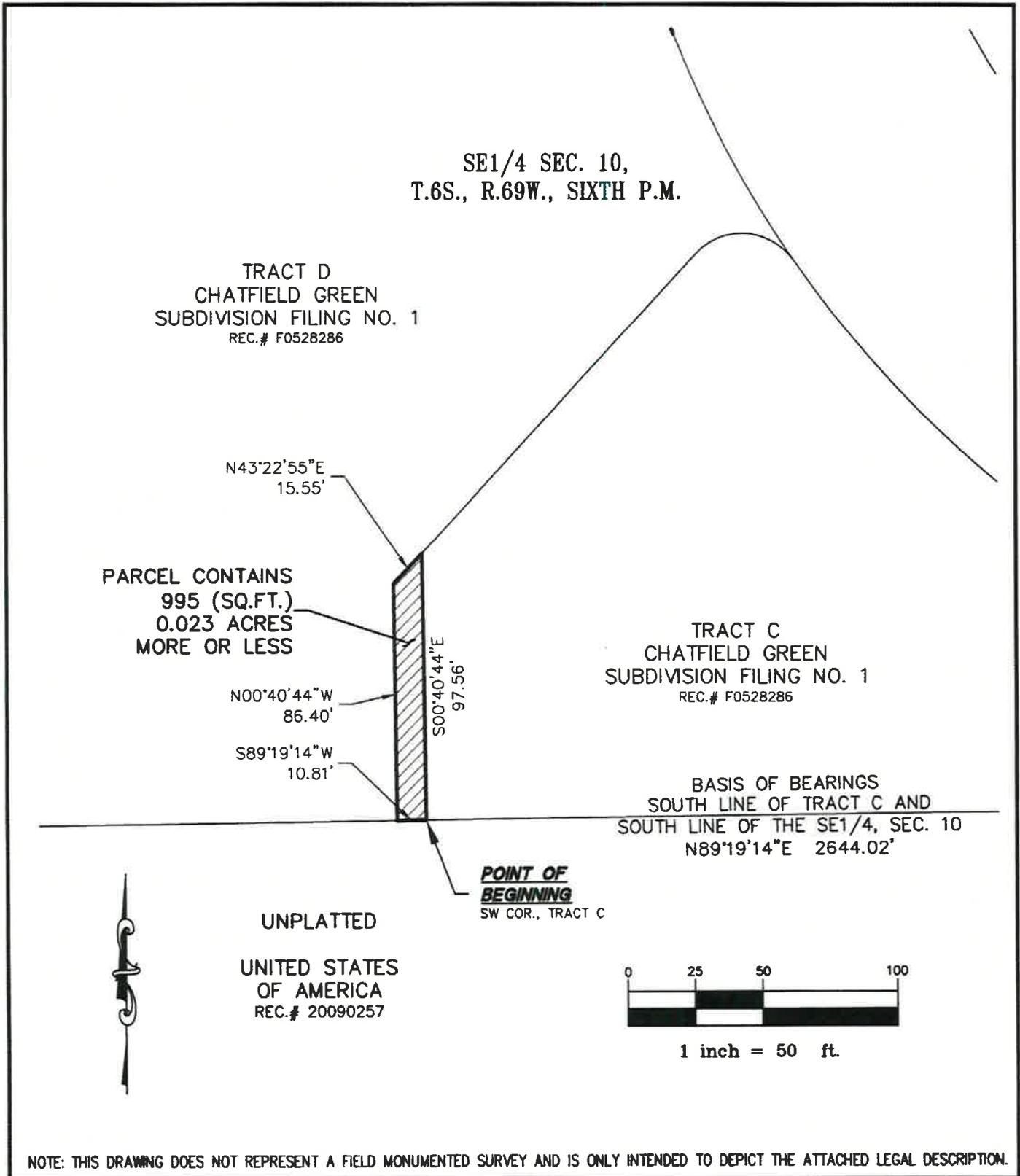
CONTAINING AN AREA OF 0.023 ACRES, (995 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: V:\51315-27
 DWG NAME: TRAILMARK FIRE STATION EP.DWG
 DWG: JEL CHK: JRW
 DATE: 1/29/2016
 SCALE: 1"=50'



300 East Mineral Ave.
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

PARCEL EXHIBIT
 SE 1/4, SEC. 10, T6S, R69W, 6TH P.M.
 LITTLEOTN, COLORADO
 JOB NUMBER 51315-27 2 OF 2 SHEETS

QUITCLAIM DEED

THIS DEED is dated _____, 20____, and is made between South Suburban Parks and Recreation 6631 South University Boulevard Centennial, Colorado 80121 a quasi municipal corporation duly organized and existing under and by virtue of the laws of the State of Colorado _____, the "Grantor," and City of Littleton, Colorado municipal 2255 West Berry Avenue, Littleton, CO 80120 a corporation duly organized and existing under and by virtue of the laws of the State of Colorado _____, the "Grantee," whose legal address is _____

WITNESS, that the Grantor, for and in consideration of the sum of Ten and 00/100 _____ DOLLARS, (\$ 10.00_____), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the _____ * County of Jefferson and State of Colorado, described as follows:

ATTACHED EXHIBIT "A"

also known by street address as: _____ and assessor's schedule or parcel number: _____

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

ATTEST:

GRANTOR:

Its: _____

By: _____

Name: _____

Its: _____

STATE OF COLORADO } ss. County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as the _____ as the _____ of the Grantor, on behalf of the corporation.

Witness my hand and official seal. My commission expires: _____

*Insert "City and" if applicable.

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)



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BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, HAVING A BEARING OF NORTH 89°19'14" EAST.

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT C;

THENCE SOUTH 89°19'14" WEST, ALONG THE SOUTH LINE OF SAID TRACT D, CHATFIELD GREEN SUBDIVISION FILING NO. 1, A DISTANCE OF 10.81 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°19'14" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 100.09 FEET;

THENCE NORTH 00°40'46" WEST, A DISTANCE OF 69.34 FEET;

THENCE NORTH 43°22'53" EAST, A DISTANCE OF 298.67 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF WEST TRAILMARK PARKWAY, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 406.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 67°56'21" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°07'15", AN ARC LENGTH OF 92.98 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 23.50 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°26'23", AN ARC LENGTH OF 41.61 FEET;

THENCE SOUTH 43°22'55" WEST, A DISTANCE OF 165.11 FEET;

THENCE SOUTH 00°40'44" EAST, A DISTANCE OF 86.40 FEET TO THE POINT OF BEGINNING.

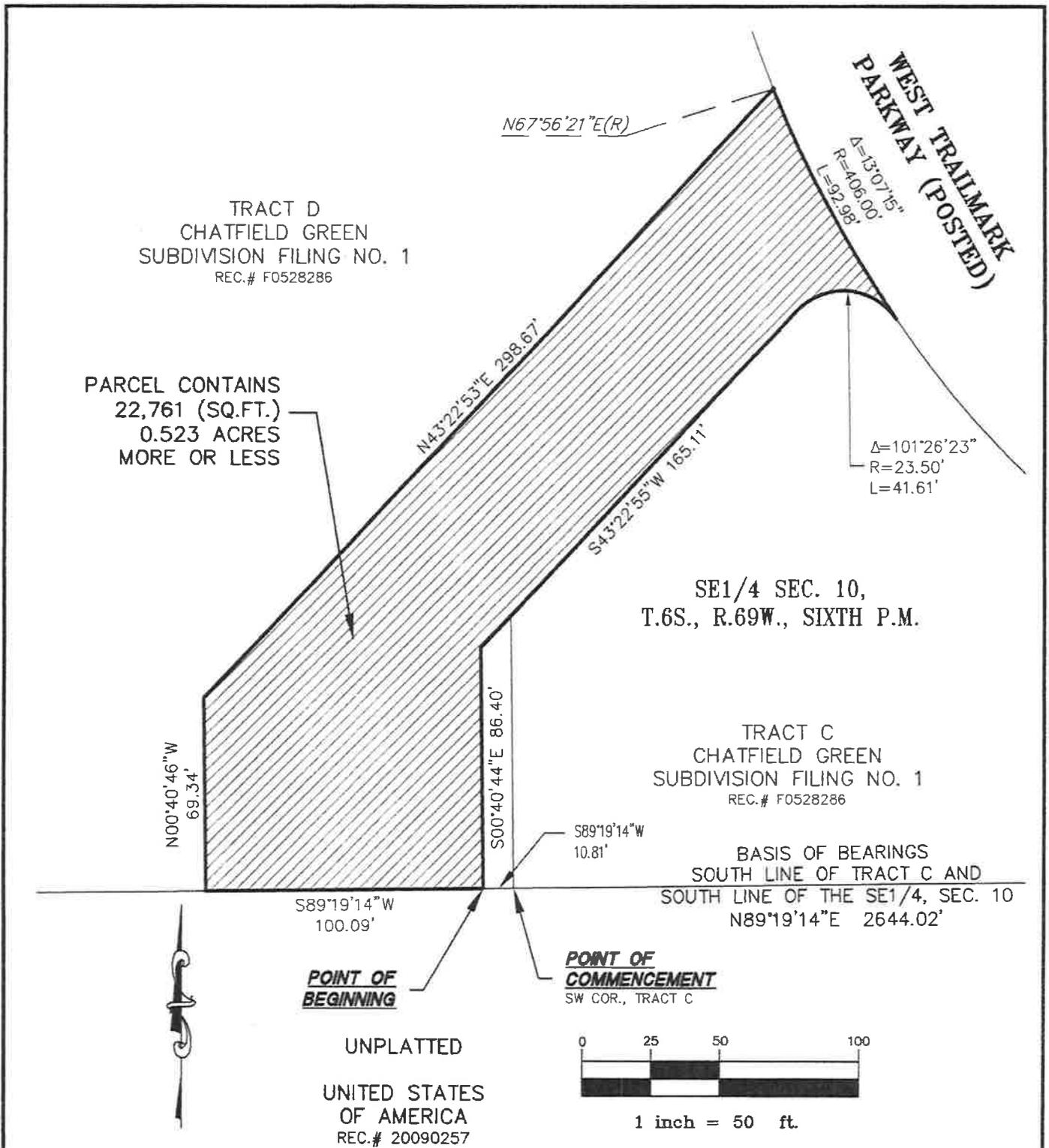
CONTAINING AN AREA OF 0.523 ACRES, (22,761 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

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DWG: JEL CHK: JRW
DATE: 1/29/2016
SCALE: 1"=50'



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PARCEL EXHIBIT
SE 1/4, SEC. 10, T6S, R69W, 6TH P.M.
LITTLETON, COLORADO

JOB NUMBER 51315-27 2 OF 2 SHEETS



Staff Communication

File #: Resolution 14-2016, **Version:** 1

Agenda Date: 02/02/2016

Subject:

Resolution approving a Second Amendment to Funding Agreement for RTD Funding of Local Transportation Services

Presented By: Wendy Heffner, City Clerk

POLICY QUESTION:

Does city council support approval of the 2016 amendment to the 2014 Funding Agreement with the Regional Transportation District (RTD), which provides funding for the Shopping Cart service?

BACKGROUND:

Since 1992, RTD has provided funding for the Shopping Cart transportation program. The current agreement expired December 31, 2015. The Funding Agreement for RTD Funding of Local Transportation Services (Littleton Shopping Cart) dated March 18, 2014 provides that an amendment may be used to account for changes in the RTD funding by a written agreement, see revised Exhibit B

In 2013, the Littleton Transportation Network (LTN) was created. . The LTN board members are: Tex Elam (chair), Susan Thornton, Linda Hailey, Hugh Hillary, and Deputy City Manager Mike Braaten. City Clerk Wendy Heffner and Transportation Coordinator Wendy Shea-Tamag are staff liaisons.

STAFF ANALYSIS:

LTN continues to look for additional revenue through fundraising and advertising. LTN has developed a marketing plan, approved by RTD, for the Shopping Cart service, which includes updating the website, filming a PSA for channel 8, and posting advertisements on the buses, as well as planning and scheduling the 4th annual spaghetti dinner fundraiser.

FISCAL IMPACTS:

A three percent increase in funding was approved by RTD for 2016. The yearly payment will increase from \$29,375 to \$30,256.

STAFF RECOMMENDATION:

. Staff recommends council approve the resolution and agreement with RTD in order to provide funding for this valuable program in 2016.

PROPOSED MOTION:

I move to approve the resolution approving a Second Amendment to Funding Agreement for RTD Funding of Local Transportation Services.

1 CITY OF LITTLETON, COLORADO

2
3 Resolution No. 14

4
5 Series, 2016

6
7 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
8 LITTLETON, COLORADO, APPROVING A SECOND AMENDMENT TO
9 FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL
10 TRANSPORTATION SERVICES
11

12
13 WHEREAS, the city and the Regional Transportation District have entered into
14 an agreement regarding the funding and operation of the Shopping Cart transportation service,
15 which provides senior residents of the city with transportation to and from various medical,
16 retail, and commercial establishments within the city and various locations; and
17

18 WHEREAS, the city council deems such an agreement to be in the best interest
19 of the city; and
20

21 WHEREAS, the city council wishes to continue the funding partnership;
22

23 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
24 THE CITY OF LITTLETON, COLORADO, THAT:
25

26 The Second Amendment to Funding Agreement for RTD Funding of Local
27 Improvement Transportation Services is hereby approved.
28

29 INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
30 City Council of the City of Littleton, Colorado, on the 2nd day of February, 2016, at 6:30 p.m. at
31 the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

32 ATTEST:

33
34 _____
35 Wendy Heffner
36 CITY CLERK

34 _____
35 Bruce O. Beckman
36 MAYOR

37
38 APPROVED AS TO FORM:
39

40 _____
41 Kristin Schledorn
42 CITY ATTORNEY
43

**SECOND AMENDMENT TO FUNDING AGREEMENT FOR RTD FUNDING OF
LOCAL TRANSPORTATION SERVICES (CITY OF LITTLETON SHOPPING CART)**

This Second Amendment to the Funding Agreement for RTD Funding of Local Transportation Services (City of Littleton Shopping Cart) (“Second Amendment”) is hereby made by and between the Regional Transportation District (“RTD”) and City of Littleton (“LOCAL ENTITY”). RTD and LOCAL ENTITY also may be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. RTD and LOCAL ENTITY entered into an agreement entitled **FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES (LITTLETON SHOPPING CART)** dated March 18, 2014 (“Agreement”);

B. Section 10.H of the Agreement provides that the Parties may amend the Agreement to account for changes in the RTD Funding by a written agreement;

C. The Parties entered into a First Amendment to the Agreement dated April 8, 2015, to provide RTD Funding for 2015;

D. In accordance with Section 10.H, RTD and LOCAL ENTITY now desire to amend the Agreement a second time in order to provide the RTD Funding for 2016.

Now, therefore, the Parties agree as follows:

AGREEMENT

1. Except as otherwise stated herein, all initially capitalized terms shall have the same meaning as set forth in the Agreement. If there is any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. As modified by this Amendment, the Agreement shall remain in full force and effect.

2. Exhibit B of the Agreement is stricken and replaced with the revised Exhibit B, which is attached hereto and incorporated by reference herein.

3. This Amendment shall become effective upon the last date executed by all Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment to the Agreement.

CITY OF LITTLETON

REGIONAL TRANSPORTATION DISTRICT

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kristin Schledorn
CITY ATTORNEY

REGIONAL TRANSPORTATION DISTRICT

By: _____
David A. Genova
Interim General Manager & CEO

Date: _____

APPROVED AS TO LEGAL
FORM for RTD:

By: _____
Jenifer Ross-Amato
Associate General Counsel

REVISED EXHIBIT B
DESCRIPTION OF THE RTD FUNDING

RTD shall contribute \$30,256.00 towards the cost of operating the Services, as described in Exhibit A, for the period January 1, 2016 through December 31, 2016. The amount provided in this Exhibit B shall be reduced pro rata for any reduction in the Service from that provided in Exhibit A.

**FIRST AMENDMENT TO FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL
TRANSPORTATION SERVICES (CITY OF LITTLETON SHOPPING CART)**

**This FIRST AMENDMENT TO FUNDING AGREEMENT FOR RTD FUNDING OF
LOCAL TRANSPORTATION SERVICES (CITY OF LITTLETON SHOPPING CART)**

(“First Amendment”) is hereby made by and between the Regional Transportation District (“RTD”) and City of Littleton (“LOCAL ENTITY”). RTD and LOCAL ENTITY also may be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

- A. RTD and LOCAL ENTITY entered into an agreement entitled **FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES (LITTLETON SHOPPING CART)** dated March 18, 2014 (“Agreement”);
- B. Section 10.H of the Agreement provides that the Parties may amend the Agreement to account for changes in the RTD Funding by a written agreement;
- C. In accordance with Section 10.H, RTD and LOCAL ENTITY now desire to amend the Agreement in order to increase the RTD Funding for 2015.

Now, therefore, the Parties agree as follows:

AGREEMENT

- 1. Except as otherwise stated herein, all initially capitalized terms shall have the same meaning as set forth in the Agreement. If there is any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. As modified by this Amendment, the Agreement shall remain in full force and effect.
- 2. Exhibit B of the Agreement is stricken and replaced with the revised Exhibit B, which is attached hereto and incorporated by reference herein.
- 3. This Amendment shall become effective upon the last date executed by all Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment to the Agreement.

CITY OF LITTLETON

REGIONAL TRANSPORTATION DISTRICT

DocuSigned by:
By: Phil Cernanec
B432418D3EEB403

Phil Cernanec
Mayor

By: Phillip A. Washington

Phillip A. Washington
General Manager & CEO

Date: 3/20/2015

Date: 7/8/2015

ATTEST:

DocuSigned by:
By: Wendy Heffner
7F7F49C8902419

Wendy Heffner
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO LEGAL
FORM for RTD:

DocuSigned by:
By: Kenneth S. Fellman
11C333C225B187
Kenneth S. Fellman, Acting City Attorney
for Kristin Schledorn, City Attorney

By: Jenifer Ross-Amato
Jenifer Ross-Amato
Associate General Counsel

**REVISED EXHIBIT B
DESCRIPTION OF THE RTD FUNDING**

RTD shall contribute \$29,375.00 towards the cost of operating the Services, as described in Exhibit A, for the period January 1, 2015 through December 31, 2015. The amount provided in this Exhibit B shall be reduced pro rata for any reduction in the Service from that provided in Exhibit A.

CITY OF LITTLETON, COLORADO

Resolution No. 29

Series of 2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING THE FUNDING AGREEMENT FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES

WHEREAS, the city and the Regional Transportation District desire to enter into an agreement regarding the funding and operation of the Shopping Cart transportation service, which provides senior residents of the city with transportation to and from various medical, retail and commercial establishments within the city and various other locations; and

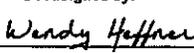
WHEREAS, the city council deems such an agreement to be in the best interest of the city.

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

The Funding Agreement for RTD Funding of Local Transportation Services is hereby approved.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the city council of the City of Littleton, Colorado, on the 18th day of March 2014, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

DocuSigned by:

Wendy Heffner
City Clerk

DocuSigned by:

Phil Gorman
President of City Council

APPROVED AS TO FORM:

DocuSigned by:

Kristin Schiedorn
City Attorney

**FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
(CITY OF LITTLETON SHOPPING CART)**

This Funding Agreement for RTD Funding of Local Transportation Services (City of Littleton Shopping Cart) ("Agreement") is made this 18 day of March 2014, between the Regional Transportation District, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.*, ("RTD") and the City of Littleton, Colorado, a Colorado home rule city (hereafter referred to as "Local Entity"). The Local Entity and RTD may also be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

- A. RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, *et seq.* (the "RTD Act"), to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.
- B. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203 *et seq.*, both RTD and the Local Entity may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.
- C. RTD currently operates a variety of fixed-route bus, light rail, and other transit services in and around the Local Entity.
- D. The Parties agree that the transit services described in Exhibit A ("Services") provide mobility and access to the business and residential areas in and around the Local Entity.
- E. RTD wishes to financially contribute to the provision of the Services according to the terms and conditions as agreed by the Parties, as set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. GENERAL.

- A. **Exhibits.** The following exhibits are attached and incorporated into this Agreement by this reference:

- Exhibit A:** Description of the Services
- Exhibit B:** Description of the RTD Funding

Exhibit C: Communication and Notices – Contacts

Exhibit D: Special Provisions

- B. Recitals.** The recitals set forth above are incorporated herein by this reference.
- C. Scope.** The Parties may have previously entered into various other agreements which remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.
- 2. OPERATIONS, MANAGEMENT AND CONTROL OF THE SERVICES.** The Local Entity shall continue to manage and operate, either directly or through its designated agent(s), the Services. The Local Entity and/or its designated agent(s) shall be solely responsible for all operations, management, marketing, administration, and Services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting. Except as specifically provided herein, RTD shall have no responsibility for the operations and management of the Services. RTD shall have no responsibility for, or authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services. The Local Entity shall operate the Services in compliance with all applicable laws, regulations, orders, codes, directives, permits, approvals, decisions, decrees, ordinances or by-laws having the force of law and any common or civil law, including any amendment, extension or re-enactment of any of the same, and all other instruments, orders and regulations made pursuant to statute (collectively, “Laws”), and the Local Entity shall be solely responsible for compliance with all applicable Laws. Notwithstanding RTD’s right to cease funding as provided in this Agreement, RTD has no obligation or intent, nor right pursuant to this Agreement, to otherwise continue the Services, if the Local Entity ceases to provide the Services.
- 3. SERVICES.** The hours, frequency, routes and schedule of the Services (“Operating Parameters”) shall be as shown on **Exhibit A**. No changes shall be made to the Operating Parameters during the term of this Agreement without the written agreement of both Parties, or if changes are made to the Operating Parameters without the written consent of RTD, then RTD may, at its sole option, terminate this Agreement without any notice. In the event that RTD terminates this Agreement in accordance with this Section 3, RTD will not provide any funding for Services outside the Operating Parameters.
- 4. RTD FUNDING.** In partial support of the Services, RTD will reimburse the Local Entity for the Net Cost of the Services up to the amount and for the term set out in **Exhibit B** (“RTD Funding”). RTD Funding does not include any additional operating costs for services in excess of the Operating Parameters as set out in Exhibit A, including

FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
(CITY OF LITTLETON SHOPPING CART)

any special events and holidays. Under no circumstances will RTD be obligated to pay more than the RTD Funding.

5. INVOICING AND PAYMENT.

A. The Local Entity will submit an invoice to RTD on a monthly basis for payment of the RTD Funding. Unless otherwise agreed by the Parties, the invoice shall include an itemized list of reimbursable operating expenses and a summary of service hours, mileage, passenger boardings, and any other information that RTD otherwise reasonably requests.

B. RTD will pay all approved invoices within thirty calendar (30) days after RTD has received the invoice. If RTD does not approve an invoice from the Local Entity, RTD will provide a written explanation of disputed items within ten (10) calendar days after RTD has received the invoice.

6. RECORDS. The Local Entity, or its designated agent, will maintain full and complete financial records for the provision of the Services. Such records shall include any financial information to support and document the operating costs and revenues relating to the Services and any other financial information specifically requested by RTD. The Local Entity, or its designated agent, shall make these records available to RTD for audit for a period of three (3) years after final payment under this Agreement. If applicable, National Transit Database (“NTD”) data shall be kept in accordance with Federal Transit Administration (“FTA”) requirements and shall be reported as part of RTD’s NTD submission.

7. MARKETING.

A. The Services will not be designated, marketed, or promoted as an RTD-branded service, except that the Local Entity shall allow RTD to display an appropriate RTD logo stating that the Services are “in partnership with RTD” on all vehicles used to furnish the Services and financially supported in part by RTD through this Agreement.

B. The Local Entity and/or its designated agent(s) will market the Services, and such marketing will include but is not limited to developing a marketing plan and implementing the plan. A marketing plan may include the following elements: advertising, public relations, collateral materials, websites, coordination with other transportation programs, outreach, and training. RTD will have the opportunity to review and approve any marketing materials for the Services.

FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
(CITY OF LITTLETON SHOPPING CART)

8. **SERVICE MONITORING.** RTD reserves the right, in its sole discretion, to set and to assess the performance expectations of the Services. If RTD determines that the RTD Funding is not warranted in accordance with RTD's performance expectations, RTD shall notify the Local Entity as soon as practicable.

9. **LIABILITY AND INSURANCE.**

A. The Parties agree that RTD shall have no liability to third parties arising out of the operations or management of the Services, or any other service operated, directly or indirectly, by the Local Entity, and the Local Entity shall have no liability to third parties arising out of the operations or management of any RTD services. This provision shall survive termination of this Agreement.

B. The Local Entity and/or its designated agent(s) shall cause RTD and its officers and employees to be named as additional insured on all insurance policies covering any operations of the Services.

C. Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, each Party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this section or elsewhere in this Agreement shall be construed as an express or implied waiver by either Party of its governmental immunity including limitations of amounts or types of liability or the governmental acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

10. **GENERAL PROVISIONS.**

A. **Available Funding.** This Agreement does not contain any multiple-fiscal year financial obligations by either Party that extend beyond its current fiscal year. The financial obligations of each Party under this Agreement shall be subject to and limited by the appropriation of sufficient funds therefore by its governing body. Funds for this Agreement, as set out in **Exhibit B**, have been budgeted, authorized and appropriated by the RTD Board of Directors only for the current fiscal year. If the Parties intend to provide RTD Funding for future years, Exhibit B must be amended in accordance with Section 10.D. Nothing herein obligates RTD to budget, authorize or appropriate funds for any future fiscal year.

B. **Other Sources of Funding.** Nothing in this Agreement will prevent the Local Entity from collecting contributions or fees from entities other than RTD to help

defray any unreimbursed costs of providing the Service, except that RTD shall not be a party to any such arrangement.

- C. **Merger.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties, promises or agreements, express or implied, shall exist between the Parties, except as stated herein
- D. **Amendment.** No amendment to this Agreement shall be made or deemed to have been made unless in writing executed and delivered by the Party to be bound thereby.
- E. **Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder shall be in Denver District Court, Colorado.
- F. **Communication and Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the following addresses specified on **Exhibit C**. The addresses or contacts may be changed by the Parties by written notice to the other Party.
- G. **Term and Termination.** This Agreement shall be deemed to have commenced on January 1, 2014 and shall remain in effect until terminated in writing by the Parties or by court order. Unless otherwise agreed, either Party may terminate this Agreement on sixty (60) calendar days' written notice. In the event of termination by RTD for any reason other than default, RTD shall pay no more than the reimbursable costs of the Services up to the date of termination. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement. Nothing herein obligates RTD to make funds available for the Services in any future fiscal year, and nothing herein shall imply funding will be renewed at the same or any level.
- H. **Amendment.** The Parties may, by written agreement, amend this Agreement or the Exhibits to account for changes in RTD Funding and service levels. Nothing herein obligates either Party to make funds available other than as specifically provided in the attached Exhibits, and nothing herein shall imply funding or service will be renewed at the same or any level.

FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
(CITY OF LITTLETON SHOPPING CART)

- I. Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.
- J. No Effect on RTD Rights or Authority.** Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or to perform any functions authorized by C.R.S. § 32-9-101 *et. Seq.*
- K. Assignment.** Other than as specifically provided herein, the Parties agree that they will not assign or transfer any of their rights or obligations under this Agreement without first obtaining the written consent of the other Party.
- L. Prohibited Interests.** No director, officer, employee, or agent of RTD shall be interested in any contract or transaction with RTD except in his or her official representative capacity unless otherwise provided by the RTD Code of Ethics.
- M. Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of the Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.
- N. Waiver.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.
- O. No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.
- P. Changes in Law.** This Agreement is subject to such modifications as may be required by changes in City, state or federal law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
(CITY OF LITTLETON SHOPPING CART)

Q. Status of Parties.

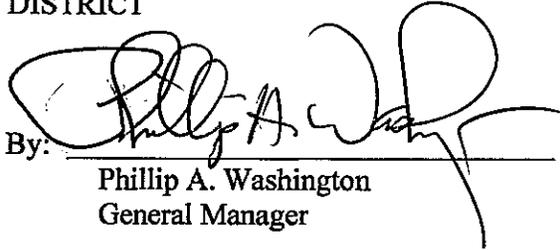
- (1) The Parties agree that the status of each Party shall be that of an independent contractor to the other, and it is not intended, nor shall it be construed, that one Party or any officer, employee, agent or contractor of such Party is an employee, officer, agent, or representative of the other Party. Nothing contained in the Agreement or documents incorporated by reference herein or otherwise creates any partnership, joint venture, or other association or relationship between the Parties. Any approval, review, inspection, direction or instruction by RTD or any party on behalf of RTD shall in no way affect either Party's independent contractor status or obligation to perform in accordance with this Agreement. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, nor understanding except as expressly set forth in this Agreement.
- (2) The Local Entity and/or its designated agent(s) shall be responsible for all federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees, as well as any subcontractor or vendor. The Local Entity acknowledges that it and its employees are not entitled to workers' compensation benefits or unemployment insurance benefits from RTD, unless the Local Entity or a third party provides such coverage, and that RTD does not pay for or otherwise provide such coverage. The Local Entity shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by RTD) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

R. Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.

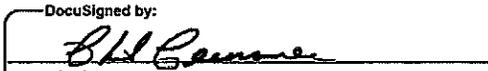
S. Counterparts. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures shall constitute original signatures.

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION
DISTRICT

By: 
Phillip A. Washington
General Manager

CITY OF LITTLETON

DocuSigned by:
By: 
Phil Cernanec
Mayor

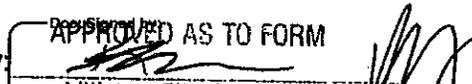
ATTEST:

DocuSigned by:

Wendy Heffner
City Clerk

Approved as to legal form for RTD:


Rolf G. Asphaug
Deputy General Counsel

APPROVED AS TO FORM
By: 
City Attorney
Date

FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
(CITY OF LITTLETON SHOPPING CART)

Exhibit A
Description of the Services

Span of Service:

Monday- Friday	10:00am – 2:00pm 3:00pm – 5:00pm
Saturday-	10:00am – 2:00pm
Sunday-	n/a

Service Frequency:

Weekday-	Two trips are provided on Monday, Tuesday, Wednesday and Fridays. One trip provided on Thursdays. Saturday- One trip provided on Saturdays.
Sunday-	n/a

Annual Revenue Hours:

Weekday (Monday- Friday)-	1530
Weekend -	208
Holidays-	n/a
Total	1738

- The Shopping Cart program is a fixed-route service for Littleton. It runs six days per week, Monday through Saturday, shuttling passengers to and from area grocery stores and the Southglenn Mall.
- Following apartment complexes are served:
 - Alyson Court—5807 S Gallup St.
 - Amity Plaza—200 W Sterne Parkway
 - Bradley House—5844 S Datura St.
 - Geneva Village—5444 S Prince St.
 - Southview Apts—5829 S Datura St. AND 5820 S Windermere St.
 - Wolhurst Adult Community—8201 S Santa Fe Dr.

FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
(CITY OF LITTLETON SHOPPING CART)

Exhibit B
Description of the RTD Funding

RTD shall contribute \$28,519.00 towards the cost of operating the Services, as described in Exhibit A, for the period January 1, 2014 through December 31, 2014. The amount provided in this Exhibit B shall be reduced pro rata for any reduction in the Service from that provided in Exhibit A.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
(CITY OF LITTLETON SHOPPING CART)

Exhibit C
Communication and Notices – Contacts

For the Entity:

City of Littleton
2255 West Berry Avenue
Littleton, Colorado 80165
Attn: Wendy Heffner
303.795.3753

For the RTD:

Regional Transportation District
1600 Blake Street
Denver, Colorado 80202
Attn: Bruce Abel
303.299.2839

FUNDING AGREEMENT
FOR RTD FUNDING OF LOCAL TRANSPORTATION SERVICES
(CITY OF LITTLETON SHOPPING CART)

Exhibit D
Special Provisions

There are no special provisions for this Agreement.

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Staff Communication

File #: ID# 16-18, **Version:** 1

Agenda Date: 02/02/2016

Subject:

Certification of the January 19, 2016 regular meeting minutes

Presented By: Wendy Heffner, City Clerk

RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the January 19, 2016 regular meeting of the Littleton City Council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

PROPOSED MOTION:

I move to approve, based on the recording secretary's certification, the January 19th video as the minutes for the January 19, 2016 regular meeting of the City Council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Journal

City Council

Tuesday, January 19, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

Present: 6 - Mayor Beckman, Mayor Pro-Tem Brinkman, Council Member Cernanec, Council Member Clark, Council Member Hopping and Council Member Valdes

Absent: 1 - Council Member Cole

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

*Carol Brzeczek - District IV
Bam Chadbourne - District I*

5. Consent Agenda Items

- a) [ID# 16-05](#) Motion recommending appointment of Victim Assistance Coordinator Linda Suttle to the Arapahoe County Community Corrections Board
- b) [Resolution 04-2016](#) A resolution approving a Police Recruit Training Agreement with the City of Lakewood to use the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy for recruit police officer training.
- c) [Resolution 05-2016](#) A resolution supporting an application by the city on behalf of the King C. Hudson and Evelyn Leigh Hudson Foundation, Inc. for an Arapahoe County Open Space grant for trail and site improvements and amenities at the Hudson Gardens and Event Center (Hudson Gardens)
- d) [ID# 16-06](#) Certification of the January 5, 2016 regular meeting minutes

Council Member Cernanec moved and Council Member Valdes seconded to approve consent agenda items a-d.

Aye: 6 - Mayor Beckman, Mayor Pro-Tem Brinkman, Council Member Cernanec, Council Member Clark, Council Member Hopping and Council Member Valdes

Absent: 1 - Council Member Cole

6. Ordinances for Second Reading and Public Hearing

7. General Business

- a) [Ordinance 103-2015](#) Ordinance amending sections 6-4-1, 6-4-75 and 9-1-10 concerning aggressive begging and solicitation on or near streets or highways
- Council Member Brinkman moved and Council Member Valdes seconded to approve the ordinance amending sections 6-4-1, 6-4-75 and 9-1-10 concerning aggressive begging and solicitation newar streets or highways**
- Aye:** 6 - Mayor Beckman, Mayor Pro-Tem Brinkman, Council Member Cernanec, Council Member Clark, Council Member Hopping and Council Member Valdes
- Absent:** 1 - Council Member Cole
- b) [Resolution 06-2016](#) Resolution setting forth the city council's incentive policy
- Council Member Brinkman moved and Council Member Cernanec seconded to approve the amended resolution setting forth the city council's incentive policy.**
- Aye:** 5 - Mayor Beckman, Mayor Pro-Tem Brinkman, Council Member Cernanec, Council Member Hopping and Council Member Valdes
- Nay:** 1 - Council Member Clark
- Absent:** 1 - Council Member Cole
- Council Member Valdes moved and Council Member Clark seconded to amend Resoluoion 06, to add after the second whereas in line 27, "do not have focus on sustainability wihin Littleton and a vavorable history of long term investments in communities.**
- Aye:** 2 - Council Member Clark and Council Member Valdes
- Nay:** 4 - Mayor Beckman, Mayor Pro-Tem Brinkman, Council Member Cernanec and Council Member Hopping
- Absent:** 1 - Council Member Cole
- Council Member Clark moved and Council Member Valdes moved to amend Resolution 06, to add after line 36: " the City terminates the suite againsts the County Assessor.**
- Aye:** 2 - Council Member Clark and Council Member Valdes
- Nay:** 4 - Mayor Beckman, Mayor Pro-Tem Brinkman, Council Member Cernanec and Council Member Hopping
- Absent:** 1 - Council Member Cole
- Council Member Hopping moved and Council Member Clark seconded to amend Resolution 06 to add the word character to the end of line 37.**

Aye: 5 - Mayor Beckman, Council Member Cernanec, Council Member Clark, Council Member Hopping and Council Member Valdes

Nay: 1 - Mayor Pro-Tem Brinkman

Absent: 1 - Council Member Cole

8. Public Comment

9. Comments / Reports

Robin Sportbacker
Kyle Henderson - District III
Kim Buckler - District IV
Pat Cronenberger
Pam Chadbourne - District I

- a) City Manager
- b) Council Members
- c) Mayor

10. Adjournment

The January 19, 2016 city council meeting adjourned at 8:32 p.m.

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (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. For any additional information concerning City meetings, please call the above referenced number.