



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, March 15, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Gift presentation to Bega Littleton Sister City Delegation

5. Public Comment

Public Comment on Consent Agenda and General Business items

6. Consent Agenda Items

- a) [Resolution 21-2016](#) Resolution approving a contract with Charlier Associates for the Downtown and Littleton Boulevard Streetscape Project
- Attachments: [Resolution No. 21-2016](#)
[Scope of Services - March \(1\)](#)
[Littleton City Council Feb 9 '16 Streetscape](#)
[PSAFORMTEMPLATECOBBLESTONE](#)
- b) [Resolution 20-2016](#) Resolution approving a License Agreement between the Denver Regional Council of Governments (DRCOG) and the City of Littleton for the acquisition, preparation, use, and distribution of digital aerial photography
- Attachments: [Resolution No. 20-2016](#)
[Littleton License Agreement](#)
[Littleton Signed Letter Of Intent](#)
- c) [ID# 16-40](#) Motion to approve Council's 2016-2017 Goals and Objectives
- Attachments: [Proposed 2016 2017 Council Goals and Objectives](#)

- d) [ID# 16-37](#) Motion approving signage related to the prohibition of open carry of firearms in or upon public facilities.
Attachments: [Open Carry Prohibition Signs - Draft \(1\)](#)
- e) [Resolution 22-2016](#) Resolution authorizing the mayor, on behalf of the city as the property owner, to sign a site development plan for Reynold's Landing Park
Attachments: [Resolution No. 22-2016](#)
[Reynold's Landing Master Plan](#)
- [ID# 16-43](#) Certification of March 3, 2016 study session minutes
- f) [ID# 16-28](#) Certification of the February 16, 2016 regular meeting minutes
Attachments: [02-16-2016 Journal](#)
- g) [ID# 16-44](#) Motion to approve the 2016/2017 Council Liaisons to Boards and Commissions and additional outside appointments
Attachments: [2016 Boards Liaisons.docx](#)

7. Ordinances for Second Reading and Public Hearing

8. General Business

- a) [ID# 16-39](#) Motion to approve authority, board, and commission appointments
Attachments: [2016 ABC Proposed Appointments](#)
- b) Discussion on Council direction to staff on Urban Renewal

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 #: Resolution 21-2016, **Version:** 1

Agenda Date: 03/15/2016

Subject:

Resolution approving a contract with Charlier Associates for the Downtown and Littleton Boulevard Streetscape Project

Presented By: Jocelyn Mills, Community Development Director

POLICY QUESTION:

Does city council support a contract with Charlier Associates for the Downtown and Littleton Boulevard Streetscape Project?

BACKGROUND:

Attached is the contract and scope of work for the Downtown and Littleton Boulevard Streetscape Project with Charlier Associates.

In 2015, the firm, Civitas was considered for the streetscape project with a budget of \$200,000. At that time, the focus was on street improvements and traffic. Upon further evaluation and research, staff recommends the scope of the project be expanded to include a comprehensive undertaking that will include visioning, functionality, technical aspects of the rights of way in downtown and along the Littleton Boulevard corridor. The budget remains the same.

The goals of the streetscape project are to partner with stakeholders and community members to establish a roadmap to ensure Littleton's Downtown continues to thrive and to enhance the Littleton Boulevard corridor. Specific objectives, utilizing the skills and expertise of Charlier Associates, include the following:

1. Focus on Littleton's unique character
2. Strategize connectivity, access and circulation, including parking in downtown
3. Integrate transportation with land use
4. Establish street improvements (including street furniture, trees, lighting, etc.)
5. Create an action-oriented strategic approach for future improvements

On February 9, 2016, Jim Charlier of Charlier Associates provided an overview of the project to a joint study session of the city council and planning board, and answered questions about the associated tasks. At that time, the city council and planning board indicated a strong desire to move the project forward. The presentation materials are attached.

STAFF ANALYSIS:

The project will be conducted through a variety of workshops, field walks, and community dialogues. Final recommendations with graphics showing conceptual designs for each downtown and Littleton boulevard block,

will outline multimodal (vehicles, transit, bikes, pedestrians) functionality, parking strategies, roadway safety improvements, and land use analysis. Each component of the project (outlined in the scope of work as “tasks”) will build upon the prior step to create a complete approach to address the streetscapes for Downtown Littleton and the Littleton Boulevard corridor.

The scope of work is attached. The project timeframe is seven months.

FISCAL IMPACTS:

The \$200,000 project will be included in the year-end clean-up ordinance for the Capital Projects Fund.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution to contract with Charlier Associates for the Downtown and Littleton Boulevard Streetscape Project.

PROPOSED MOTION:

I move to approve the resolution approving a contract with Charlier Associates for the Downtown and Littleton Boulevard Streetscape Project.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 21**

4
5 **Series, 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO, APPROVING A CONTRACT WITH**
9 **CHARLIER ASSOCIATES FOR THE DOWNTOWN AND**
10 **LITTLETON BOULEVARD STREETScape PROJECT**
11

12 **WHEREAS**, the goal of the streetscape project is to establish a comprehensive
13 plan that includes transportation circulation and access for Littleton's Downtown and
14 Littleton Boulevard, to further enhance the vitality of these corridors;
15

16 **WHEREAS**, the city council and planning board held a joint study session on
17 the streetscape project on February 9, 2016; and
18

19 **WHEREAS**, the city council has determined that it is in the best interest of the
20 city to contract with the firm of Charlier Associates for the streetscape project, because of
21 its extensive background in transportation planning in municipal communities;
22

23
24 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
25 **THE CITY OF LITTLETON, COLORADO, THAT:**
26

27 The Professional Services Agreement with Charlier Associates for the
28 Downtown and Littleton Boulevard Streetscape project is hereby approved.
29

30 INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
31 City Council of the City of Littleton, Colorado, on the 15th day of March, 2016, at 6:30 p.m. at the
32 Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

33 ATTEST:
34

35 _____
36 Wendy Heffner
37 CITY CLERK
38

35 _____
36 Bruce O. Beckman
37 MAYOR
38

39 APPROVED AS TO FORM:
40
41

42 _____
43 Kristin Schledorn

Proposed Scope of Services, Schedule and Budget

Downtown Littleton Access and Circulation Plan

March 7, 2015

Notes:

1. Our proposed project approach is based on three guiding ideas:

Inspiration. Downtowns are important and sensitive places. Elected officials, merchants and other downtown stakeholders, as well as the general public, all feel strongly about both Downtown Littleton and the Littleton Boulevard corridor, but may have different ideas about what should happen there. No two Downtowns are alike, and the unique character and history of Downtown Littleton must be understood and used to guide this project. We believe an approach that is sensitive to how people feel about Downtown's character and history, but at the same time builds an inspiring vision for what Downtown could be in the future will enable people to move beyond disagreements to arrive at a plan of action with enough support to enable the City to move forward on key actions and projects.

Innovation. The design tools and methodologies we use today have advanced far beyond what was available just ten years ago. Our ability to present design ideas in a compelling, realistic way allows us to clarify alternatives and enables stakeholders to accurately visualize choices. Our understanding of how multimodal transportation strategies can be guided by community objectives is generations beyond the "predict and provide" techniques of the traffic planning era. We propose to use innovative tools and methods to accelerate and simplify the development of recommended plans and projects, setting the stage for City decisions and implementation.

Transparency. It can be difficult to have a productive discussion about policies and plans if we are still debating facts and rumors. We believe a path to progress in Downtown Littleton and along Littleton Boulevard can be built on an informed public discussion of desired outcomes, alternatives and choices. This will require that elected officials, stakeholders, City staff, and the general public be empowered to participate in development of plans and designs. We will work with staff to use the City's existing website features (Click & Fix, Calendar of Events, Agendas and Videos, Rumor Guard, eConnect, The Littleton Report, etc.) to open this project to public view and participation. By designing documents in web-ready format, by making data available in a Transportation Data Book, and by using advanced presentation tools, we will enable and support an informed public discussion. The public events and activities we are proposing will also rely on the simple idea that getting together with other citizens should be fun and rewarding.

2. Geographic boundaries of this project will be:

"Downtown Littleton" (Tasks 1 – 4) will encompass an area bounded on the west by Santa Fe Drive, on the east by the railroad corridor, on the south by the convergence of the railroad corridor and Santa Fe Drive (including the Arapahoe Community College campus), and on the north by West Berry Avenue, but including the municipal campus.

"Littleton Boulevard" (Tasks 1, 2, 5 and 6) will include that section of the West Littleton Boulevard corridor from its intersection with W. Main and W. Alamo on the west to South Broadway on the East .



Task 1. Project Kick-Off

The Consultant will initiate work on the project with a round of discovery, risk identification and desired outcomes meetings. This will include a meeting with City staff, a meeting with the downtown merchants' association and an initial City Council briefing. As part of this task, a Partners Committee will be formed and will meet once or twice, as needed. A preliminary list of partners would include Arapahoe Community College, RTD, CDOT, Arapahoe County, and the Downtown Merchants Association.

Event 1: project kick-off meetings – City Council, Project Partners, Downtown Merchants

Task 2. Pedestrian Vision Workshop

With oversight and assistance from the City, the Consultant will plan and conduct a “pedestrian vision workshop” focused on Downtown and Littleton Boulevard. The workshop will be led by Dan Burden (Blue Zones) and will begin with a day of “discovery,” including preparatory discussions and field work. The second day will be devoted to “visioning.” This will begin with focus group meetings and technical group field walks. Later in the day we will guide a community working group through the process of arriving at a collective vision. While the vision will be focused on pedestrian opportunities we also will encourage the community to envision the future more broadly – what is unique and valuable about these areas today? what kind of places should they be? and what are some issues and opportunities for enhancement?

Event 2: Pedestrian Vision workshop with field walks and related activities

- *Task 2 Deliverable: Blue Zones will produce a recommendations report, which will include photo-realistic images of the vision for Downtown and Littleton Boulevard.*

Task 3. Parking Audit and Workshop

The Consultant will conduct a parking study of the downtown in three phases.

Subtask 3.1 Update Parking Inventory

The Consultant will undertake an update and expansion of the City's existing downtown parking inventory. Parking supply will be classified by public and private ownership, by location (on-street, off-street), and by time limit designation. Inventory data will be compiled and mapped.

- *Subtask 3.1 Deliverable: Updated parking inventory – data and map.*

Subtask 3.2 Parking Audit

The Consultant will conduct field audits – utilization counts – to determine how the available parking supply in downtown is being used. The field audits will provide accumulation curves, turnover and duration summaries, and shortage/surplus mapping. Two field audits will be



conducted: first, on a Thursday and Friday during the peak Christmas shopping season (mid-December, 2015), and again on a Thursday and Friday during a slower week of January (2016).

Event 3: parking field counts – December and January

- *Subtask 3.2 Deliverable: Parking audit – data and maps.*

Subtask 3.3 Parking Workshop

The third phase of Task 2 will be a parking workshop for Downtown stakeholders, elected and appointed officials, City staff, and the general public. The workshop will begin with a “Parking Best Practices” evening forum, followed the next day by a technical “Parking Opportunities and Solutions” stakeholder workshop. The outcome of this workshop will be a parking “action plan and next steps memo” detailing actions the City will take to implement ideas coming out of the workshop. The memo will address potential updates of the zoning code (parking), enforcement systems, time limits, and other topics as appropriate and will chart a course of action for the City to follow over time to implement agreements emerging from the workshop.

Event 4: Evening public forum and Downtown parking stakeholder workshop

Task 3.3 Deliverables:

- *Public forum presentation – PowerPoint*
- *Parking action plan and next steps memo.*

Task 4. Downtown Access and Circulation Plan

The Consultant will develop a multimodal Access and Circulation Plan (ACP) for Downtown with connection along Littleton Boulevard.

Subtask 4.1. Multimodal Networks

The ACP will take an integrated, multimodal approach to ensure Downtown Littleton today and in the future will be served by a complete, connected network, including Littleton Boulevard.

Transit. The ACP will evaluate current and future RTD transit service to, from and within the Downtown area and along Littleton Boulevard. Routes and access points (bus stops and the downtown rail station) will be mapped and described. Data on service levels and ridership will be acquired and analyzed. The Consultant will address “first and last mile” needs for access to and from transit. The ACP will develop recommendations for future actions by the City to encourage good transit service to and within Downtown and along Littleton Boulevard, including bus stop improvements, and other access enhancements.

Bicycle. The Consultant will evaluate bicycle access and circulation needs to, from and within the Downtown area and along Littleton Boulevard. A future bicycle network linking the Downtown to regional recreational trail corridors (including the South Platte, Centennial Link



and Littles Creek trails) will be mapped. The 2011 City of Littleton Bicycle and Pedestrian Master Plan will serve as a base reference for this work. The Consultant will evaluate on-street routing through and within the Downtown and will recommend future infrastructure projects to complete a safe bicycling network. Design prototype drawings suitable to Downtown Littleton will be prepared for future use in project design and development.

Pedestrian. Outcomes from the Task 1 pedestrian visioning work, including the recommendations developed by Blue Zones, will be incorporated into a pedestrian action plan. Specific capital investments will be prioritized taking into account universal access needs (including ADA provisions), accident data, and transit access needs, among other factors. The ACP will be based on a “pedestrian first” concept that integrates all of the travel modes, creating a Downtown and Littleton Boulevard that encourages and rewards walking, with the goal of enhancing economic vitality and the status of Downtown Littleton as a regional shopping and entertainment destination.

Traffic. The ACP will address vehicular traffic and truck circulation and access within the Downtown and into the Downtown along Littleton Boulevard, taking into account recommendations contained in the Next Steps Parking Memo from Task 2. Traffic flow data, the current signal timing regimen, CDOT plans for changes to US 85 (Santa Fe Drive), accident data and other information will be integrated in a comprehensive analysis of how Downtown Littleton’s streets are functioning and what improvements or changes should be considered. The underlying concept will be to help the City enhance connectivity in a manner that ensures convenient circulation and access within the Downtown, with safe, low-speed streets that encourage walking, bicycling and use of transit.

Task 4.1 Deliverable:

- *Transportation Data Book – trends, plans and projects.*
- *Integrated multimodal network maps – bicycle, transit, motor vehicle.*

Subtask 4.2. Access and Circulation Action Plan

Results from the work in Subtask 3.1 will be compiled into a prioritized ACP “Action Plan” with “Immediate” (3-year), “Near Term” (2025), and “Long Term” (2040) capital projects, as well as needed ordinances, plans and studies, and other implementation actions from Tasks 1, 2 and 3. Based on the outcomes of Tasks 1, 2 and 3, the Consultant will work with the City to identify a priority set of four to six Downtown blocks, and a prototype block or two of Littleton Boulevard for which streetscape enhancement concepts will be developed in Task 4. The Plan document will be designed to be web-ready with a strong graphic orientation and clear, action-oriented style that ties actions to expected outcomes.

Event 5: Council presentation – Downtown Access and Circulation Action Plan

Task 4.2 Deliverable:

- *Prioritized Action Plan Document.*



Task 5. Downtown Streetscape Prototype Development

The intent of this Task will be to develop design strategies that will enable the City to gradually transform the Downtown grid into a network of attractive, pedestrian-oriented streets with high quality urban design features and details that form a distinct street-level environment for this unique and regionally-prominent place.

Subtask 5.1. Space Allocation and Alternative Design Ideas

The Consultant will identify initial design elements and layout alternatives (plan-view drawings, design detail drawings and perspectives) for the selected blocks. The design team will develop concepts to resolve technical issues including alternative uses of the space within the “street rooms” (building face to building face), on-street parking format, pedestrian crossings, lighting, trees, and amenities. To help people envision the design ideas and alternatives, the team will develop “before and after” visuals based on existing photos that we will sketch over to show different design concepts. These are quick to produce and effective with communicating ideas much better than is possible with plans and sections.

The overall intent of Task 5 will be to identify attractive placemaking ideas and design concepts that would enhance Downtown as a walkable local and regional destination and but would also be consistent with the authentic character and history of Downtown Littleton. These will be compiled in a web-ready package of images (slide show) for public viewing and consideration.

Event 6: Open house and tour – “Out and About in Downtown Littleton”

Task 5.1 Deliverable:

- *Design Concepts and Layouts (plan-view drawings, design details and perspectives).*

Subtask 5.2. Concept Design Report

Based on stakeholder review and City guidance, the Consultant will develop recommended conceptual designs (30% plans) for the selected Downtown blocks. Plan-view drawings, illustrative perspectives, and design detail drawings will be developed to a “final-design-ready” level of detail. In this context, “final-design-ready” means street and sidewalk cross-sections are shown in detailed plan-view drawings and perspectives, parking orientation and layout is clearly shown, and placement of vertical elements, vegetation, amenities and other streetscape features are clearly shown. Construction cost estimates will be prepared based on these drawings. This information will be compiled in a Concept Design Report that will set the stage for the City to arrange project funding and move into final design, bid letting and construction.

Task 5.2 Deliverable:

- *Concept Design Report – Prototype Downtown Streetscapes*



Task 6. Littleton Boulevard Concept Plan

West Littleton Boulevard is not a bad street by Denver region standards. The center median, landscaping, pedestrian features and intersection layouts are already of a quality that is above the norm for this metro area. Sidewalks are present and modern universal design/ADA accessibility designs have been implemented at many intersections and driveways. The street environment is generally attractive, although dominated by the motor vehicle presence and by the prevailing traffic speeds. This task will explore the potential for further enhancement of this important corridor, defining what the next generation of improvements might be.

Subtask 6.1. Great Streets Evaluation

The Consultant will develop a brief slide show/presentation communicating what the state of the art is for “complete streets” planning and design and a brief identification of issues and opportunities for the corridor. The theme for this work will be “what constitutes a ‘great street’ in North America today?” Then, the Consultant will help the City identify two short prototype sections (one or two blocks each) of Littleton Boulevard for further analysis and design concept development.

Task 6.1 Deliverable:

- *Great Streets Presentation.*

Subtask 6.2. Concept Design Report

Based on stakeholder review and City guidance, the Consultant will develop recommended conceptual designs (30% plans) for the selected prototype blocks. Plan-view drawings, illustrative perspectives, and design detail drawings will be developed to a “final-design-ready” level of detail. The design analysis will address such challenges as attached sidewalks, wide driveways, offset intersections, outdated pedestrian curb ramps, high-speed turn radii, the 35 mph speed limit, and the evolving adjacent land uses and site design. As described in Task 5, we will develop photo-realistic depictions of alternative concepts to help people envision what the possibilities are. The intended outcome for Task 6 will be to set the stage for further design development of next-generation improvements to Littleton Boulevard.

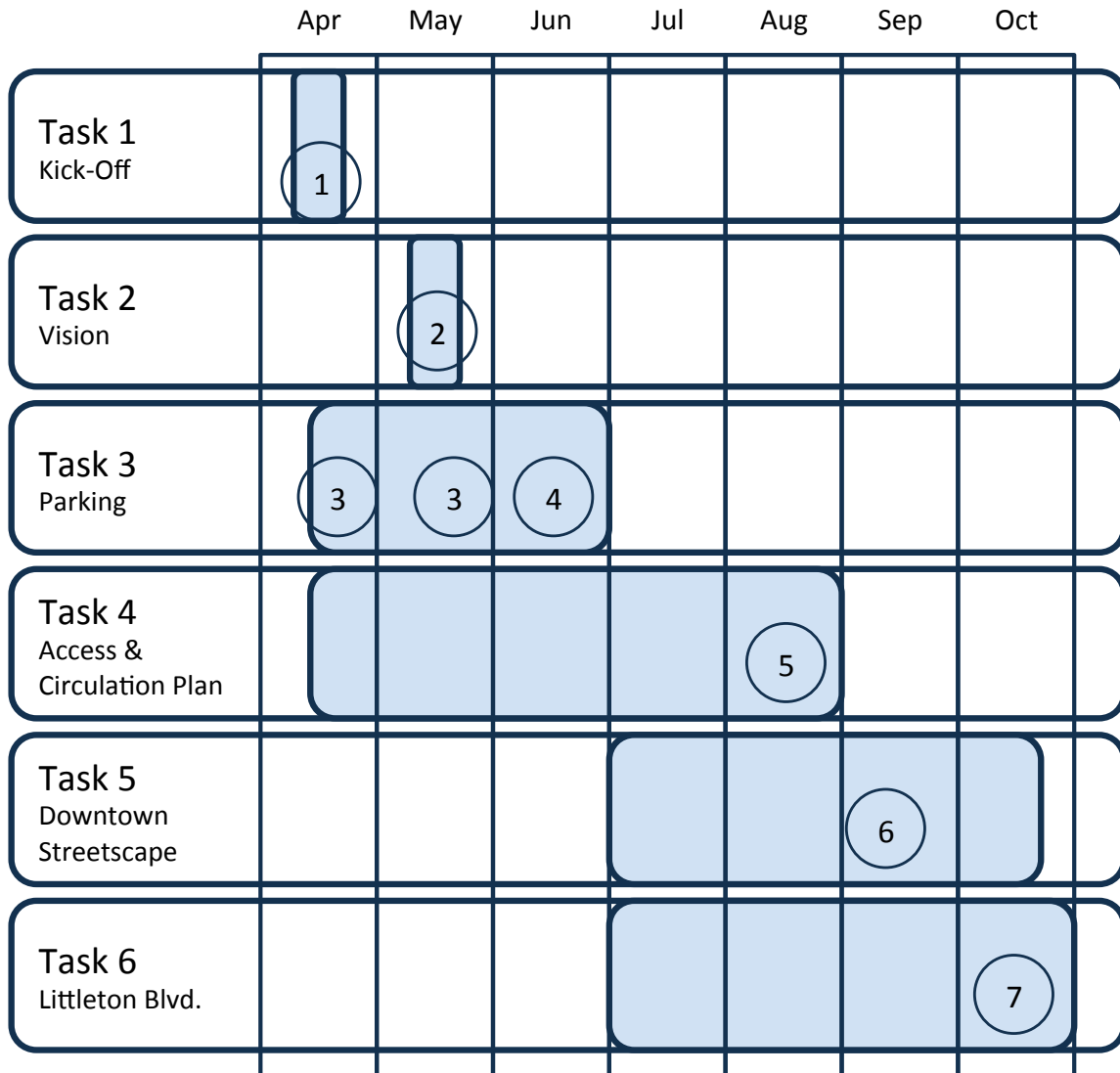
Event 7: Council presentation – design opportunities – Downtown and Littleton Boulevard

Task 6.2 Deliverable:

- *Concept Design Report – Littleton Boulevard Prototype Sections.*



Proposed Project Schedule



e events



Proposed Scope of Services, Schedule and Budget

Downtown Littleton Access and Circulation Plan

March 7, 2015

Budget

TASK	Budget
1	\$ 1,500
2	\$ 19,000
3	\$ 22,000
4	\$103,500
5	\$ 28,000
6	\$ 18,000
Total	\$200,000



Team Roles and Qualifications

The proposed team is comprised of three firms:

- Charlier Associates, Inc. – transportation planning
- StudioINSITE – urban design, landscape architecture, architecture
- Blue Zones – pedestrian environments, urban transformation

Charlier Associates will:

- serve as the prime contractor, managing the team on behalf of the City;
- lead the public process;
- conduct the parking work and parking workshop;
- develop the Access and Circulation Plan; and,
- guide the streetscape and urban design.

Studio Insite will:

- lead the Downtown and Littleton Boulevard streetscape design; and,
- develop streetscape design concepts for both Downtown and Littleton Boulevard.

Blue Zones will:

- lead the pedestrian vision workshop; and,
- develop pedestrian recommendations for Downtown.

Charlier Associates, Inc. (CAI) is a multimodal transportation planning firm based in Boulder, CO, with clients throughout North America. CAI has long experience helping cities address access and circulation needs in their downtowns. Examples include: Denver, Boulder, Greeley, Glenwood Springs, Breckenridge, Arvada, Aspen, Steamboat Springs and Grand Junction in Colorado, as well as Redmond WA, Bainbridge Island WA, Honolulu HI, Lihue HI, Salt Lake City UT, Jackson WY, Cheyenne WY, Scottsdale AZ and Nashville TN. www.charlier.org

StudioINSITE (SI) is a Denver-based urban design and landscape architecture firm with a long list of design awards and honors. The firm's practice is focused on helping clients create meaningful and memorable places. Recent Denver-area examples of placemaking successes include Cherry Creek North (Clayton Lane street and streetscape design), downtown Denver (14th Street Redevelopment – street and streetscape design), master planning of the 15-acre TAXI site in RiNo (Denver's River North district), and providing Phase II urban redesign recommendations for the 16th Street Mall. SI applies a unique philosophy to place design: listening to people describe the essential character and history of urban neighborhoods; turning that information into a narrative about the place; and, then using the narrative to guide design. www.studio-insite.com

Blue Zones (BZ) is a community well-being improvement initiative designed to make healthy choices easier through permanent improvements to environment, policy, and social networks. Dan Burden has decades of experience helping communities transform themselves into walkable places and is perhaps the most widely-known and widely-traveled urban transportation expert in North America. www.bluezones.com





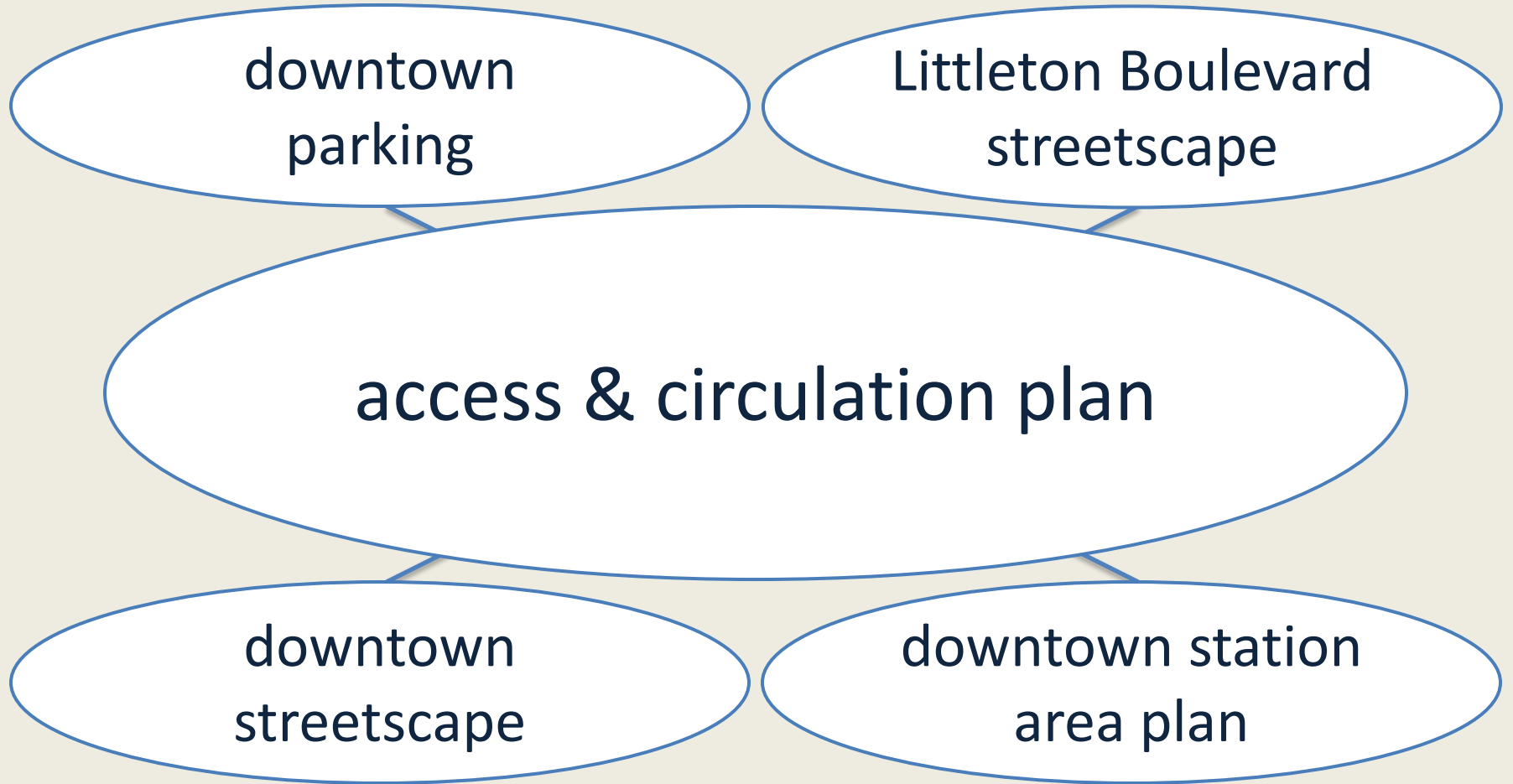
downtown
parking

Littleton Boulevard
streetscape

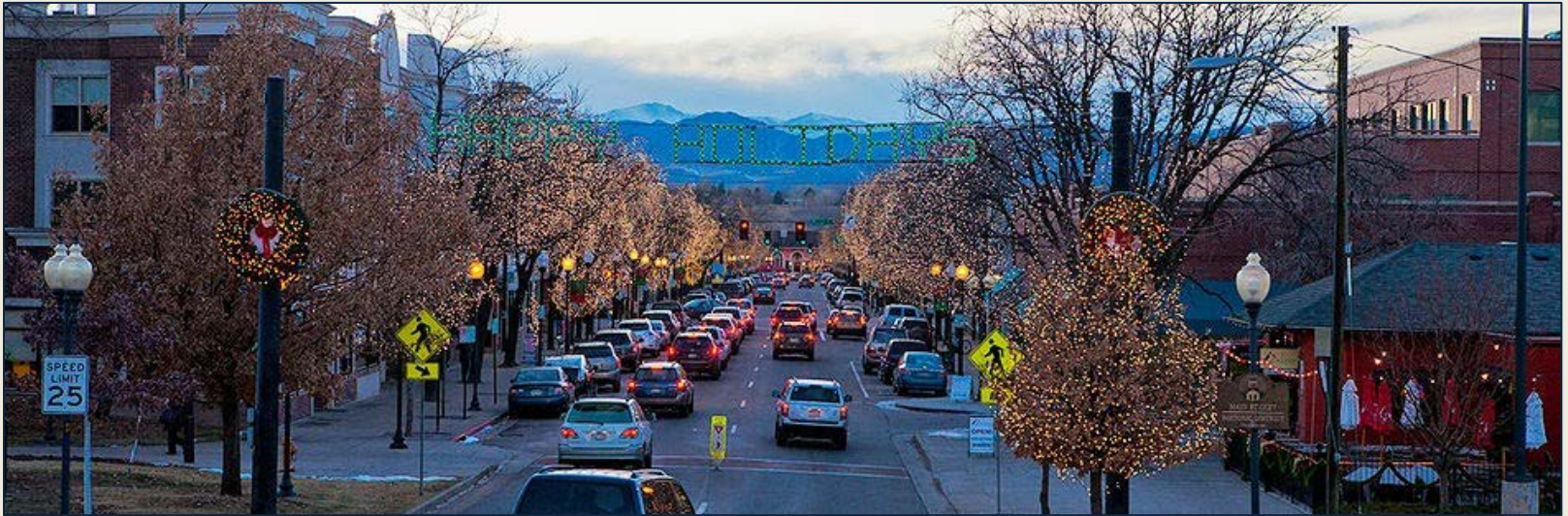
access & circulation plan

downtown
streetscape

downtown station
area plan



Downtown Littleton & Littleton Boulevard



access & circulation plan

key elements – project approach

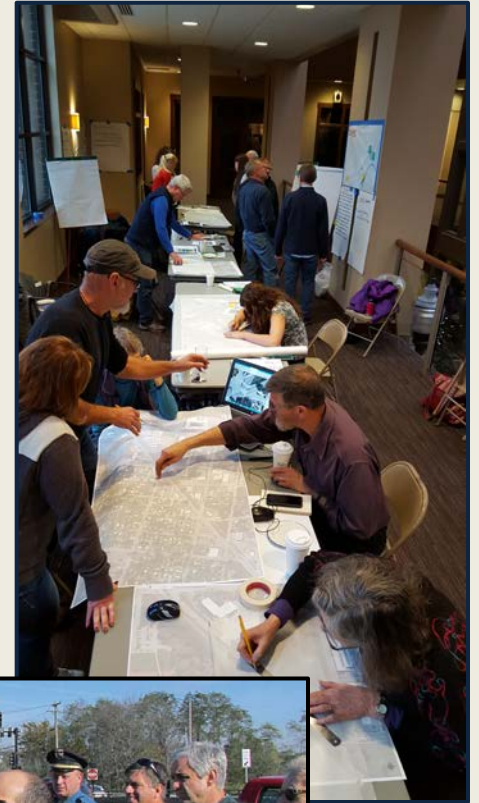
inspiring vision

innovation

transparency

key elements – project approach

inspiring vision



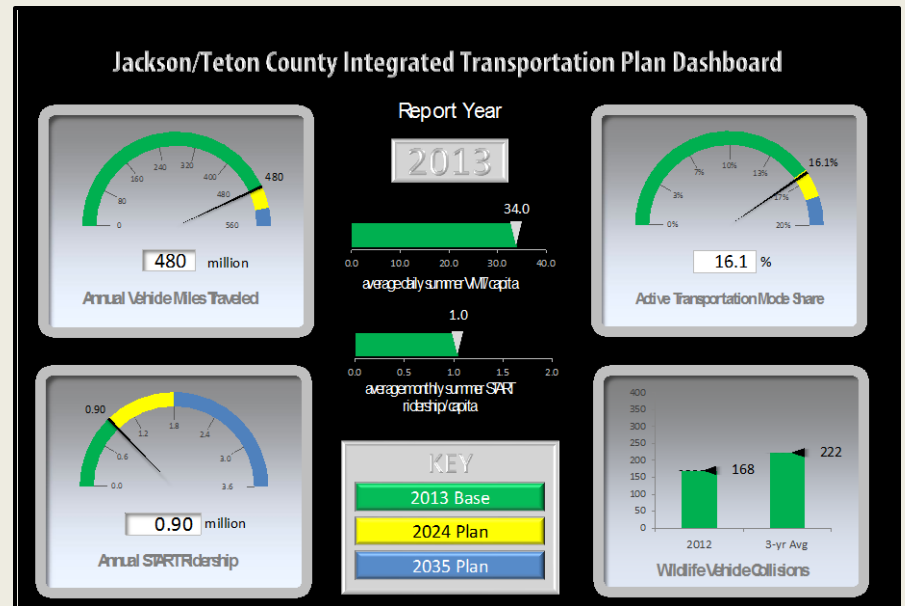
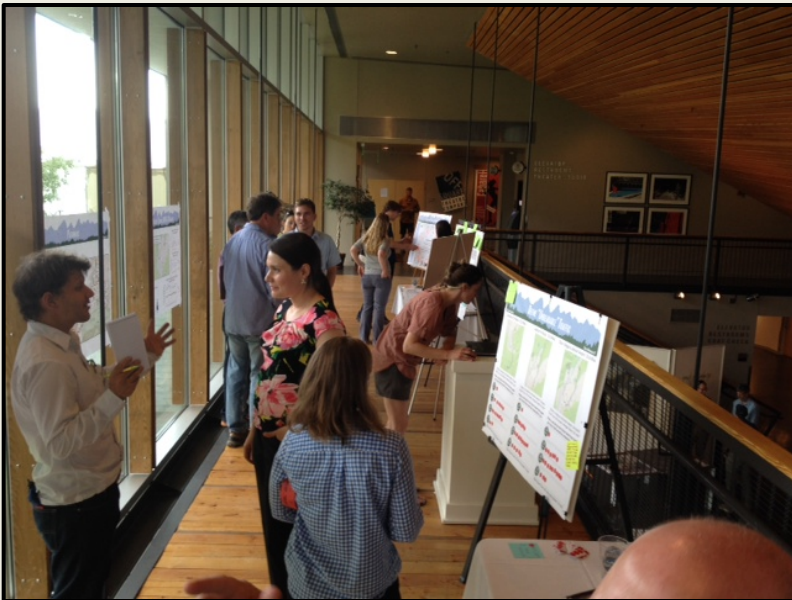
key elements – project approach

innovation

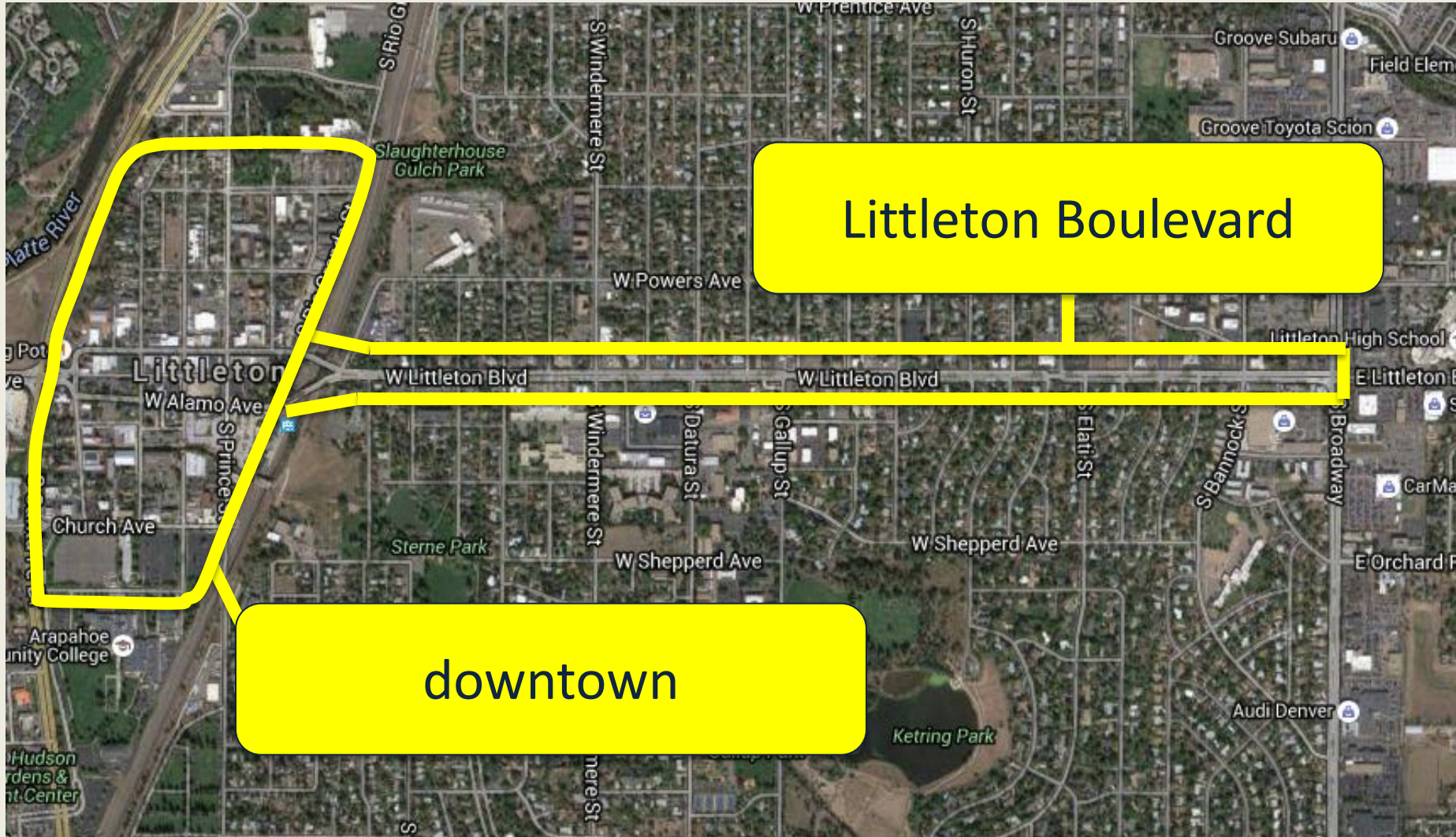


key elements – project approach

transparency



study areas



consulting team

Charlier Associates, Inc.

lead contractor
transportation planning/urban design
parking analysis/solutions

studioINSITE

urban planning/design
streetscape design

Blue Zones (Dan Burden)

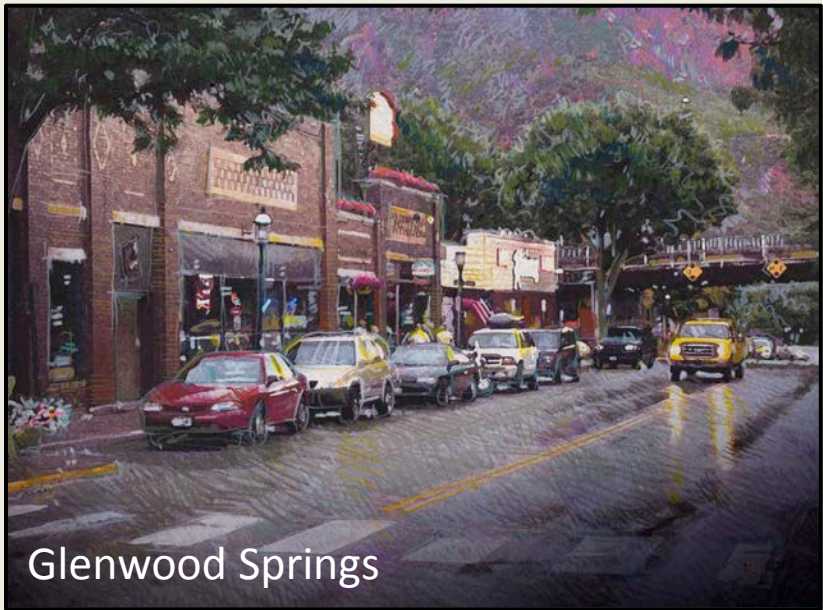
pedestrian vision workshop

Charlier Associates, Inc.

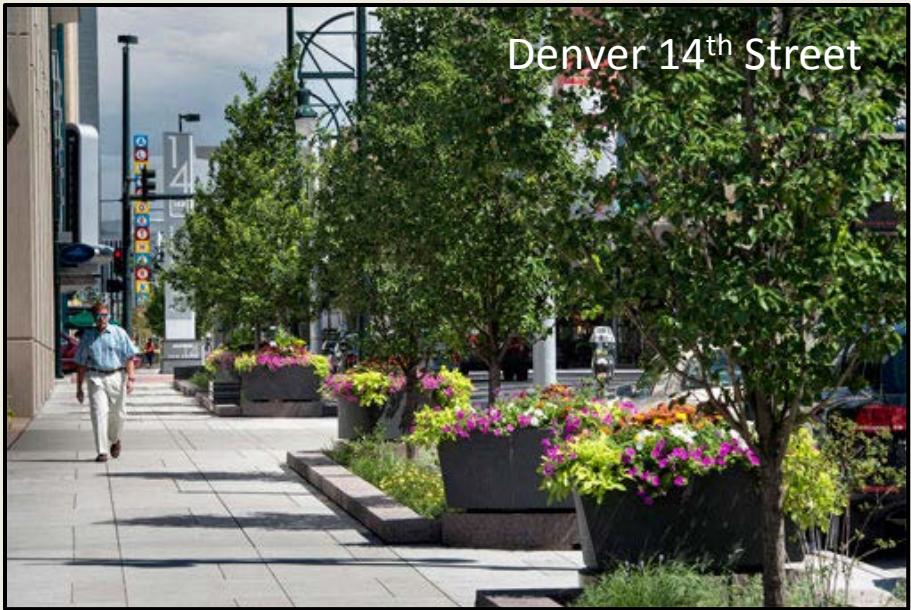




Cherry Creek

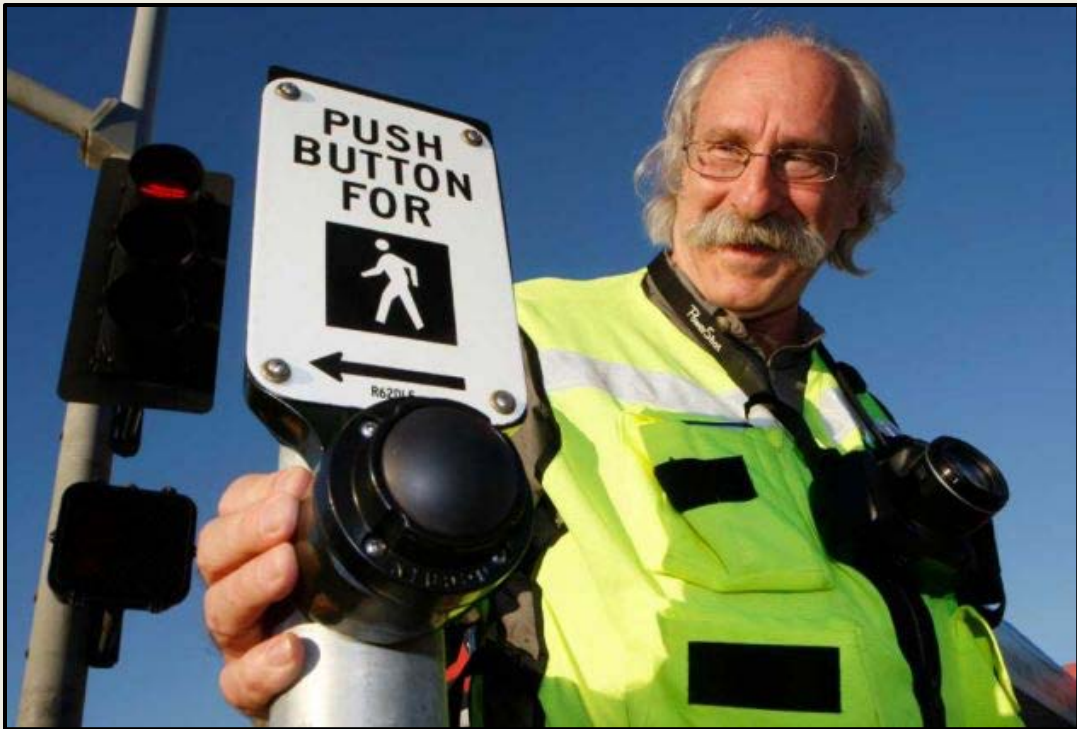


Glenwood Springs



Denver 14th Street

BlueZones (Dan Burden)



scope of services

task 1 kick-off, start up

task 2 vision

task 3 parking

task 4 access & circulation plan

task 5 downtown streetscape design

task 6 Littleton Boulevard

task 1. kick-off, start-up

project partners committee

- Arapahoe Community College
- RTD
- CDOT
- Arapahoe County
- Downtown Merchants Association



task 2. vision workshop

first day

- discovery
- walk audits
- facilitated meetings



second day

- technical field work
- facilitated meetings
- visioning workshop



task 3. parking audit & workshop

- inventory update
- utilization study

events

parking forum
parking workshop



utilization studies

supply

occupancy (% full)

turnover/duration



- ✓ *2 studies – busy week, slower week*
- ✓ *Thursday + Friday counts*

task 4. downtown access & circulation plan

multimodal networks

- pedestrian first
- bicycle
- transit
- traffic
- transportation databook

prioritized action plan



event

Council review
of draft plan

task 5. downtown streetscape



event

out and about in
Downtown

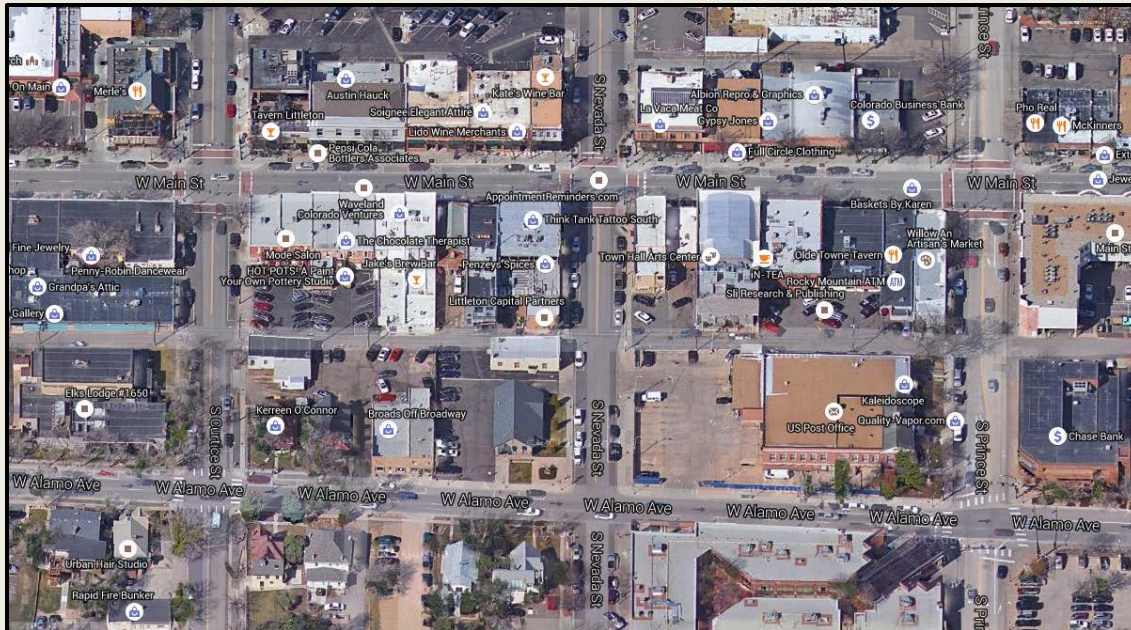
space allocation & alternative design concepts

design concept report

prototype blocks

✓ *placemaking*
✓ *parking*

✓ *pedestrian*
✓ *bicycle*
✓ *motor vehicle*
✓ *transit*



task 6. Littleton Boulevard



downtown – South Broadway

great streets evaluation

concept design report – prototype

- ✓ *safety*
- ✓ *urban form*
- ✓ *gateway*

prototype blocks

- ✓ *safety*
- ✓ *urban form*
- ✓ *gateway*
- ✓ *pedestrian*
- ✓ *bicycle*
- ✓ *motor vehicle*
- ✓ *transit*

event

Council review
of design
opportunities



project schedule

events



1: kick-off meetings

2: pedestrian vision workshop

3: parking counts; 4: forum & workshop

5: Council - draft access & circulation plan

6: Open house & tour

7: Council – draft design opportunities

month

1 2 3 4 5 6 7

Task 1
Kick-Off

1

Task 2
Vision

2

Task 3
Parking

3

3

4

Task 4
Access &
Circulation Plan

5

Task 5
Downtown
Streetscape

6

Task 6
Littleton Blvd.

6

7

summary – public events

pedestrian/downtown vision

walk audits

forum

workshops

parking audit

forum

workshop

streetscape

open house

tour

deliverables

pedestrian recommendations

updated parking inventory

parking audit report

parking forum presentation

parking action plan & next steps

transportation databook

integrated multimodal network maps

prioritized action plan

downtown design concepts & layouts

concept design report (30% design)
downtown prototype blocks

L. Blvd. - great streets presentation

concept design report (30% design)
Littleton Boulevard prototype blocks

discussion



**CITY OF LITTLETON
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into on March 16, 2016 by and between CHARLIER ASSOCIATES, INC. whose business address is 2919 VALMONT RD., STE 206, BOULDER, CO. 80301 (the “Contractor”) and the **CITY OF LITTLETON, COLORADO** (“City”), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the City needs for certain services to be performed as described in this Agreement; and

WHEREAS, the Contractor represents that it has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the Contractor represents that it can perform the services described in this Agreement within the deadlines provided in this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement.

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

1.0 SERVICES AND PERFORMANCE. As directed by the City and under the management of the City Manager, the Contractor shall provide the services described in **Exhibit A** (the “Services”). Exhibit A is incorporated herein in its entirety. The City may request a change or changes in the Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to this Agreement.

2.0 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor’s employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers’ compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

3.0 Standard of Performance. In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances

Revised 032715

by members of the same profession practicing in the State of Colorado. The Contractor represents to the City that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

- 3.1 The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the City such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.
- 3.2 The Contractor shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.
- 3.3 The Contractor shall provide all of the Services required in the Agreement in a timely and professional manner.
- 3.4 The Contractor shall promptly comply with any written request for the City or any of its duly authorized representatives to reasonably access, review and audit any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the City performing any review of the Services.
- 3.5 The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
- 3.6 The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

4.0 COMPENSATION. Following execution of this Agreement by the City, the City shall compensate the Contractor in accordance with Section 3 of Exhibit A. Any increases or modification of compensation shall be subject to the approval of the City and shall be made only by a written amendment of the Agreement executed by both Parties.

5.0 TERM AND TERMINATION

- 5.1 **Unilateral Termination.** This Agreement may be terminated by either Party for any or no reason upon written notice delivered to the other at least ninety (90)

days prior to termination. In the event of the exercise of the right of unilateral termination as provided by this paragraph:

The Contractor shall continue to provide the Services under this Agreement until the ninety (90) day notice period has passed, unless otherwise provided in any notice of termination delivered by the City; and

All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the City and shall become the property of the City.

- 5.2 **Termination for Non-Performance.** Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party if the performing Party first provides written notice to the non-performing Party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Subsection, “reasonable time” shall be not less than five (5) business days. Provided that notice of non-performance is provided in accordance with this Subsection, nothing in this Subsection shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.
- 5.3 **Mutual Termination.** The City and the Contractor may agree in writing to mutually terminate this Agreement.
- 5.4 **City Unilateral Suspension of Services.** The City may suspend the Contractor’s performance of the Services at the City’s discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.
- 5.5 **Reinstatement of Services Following City’s Unilateral Suspension.** The City may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the City is made within (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the City that the suspension is considered a unilateral termination of this Agreement; or

(2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

- 5.6 **Delivery of Notice of Termination.** Any notice of termination permitted by this Section shall be addressed to the person signing this Agreement on behalf of the Contractor or to the City Manager at the address shown below or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

6. **INSURANCE**

- 6.1 **Insurance Generally.** The Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified (“Required Insurance”):

A. Worker’s Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Comprehensive General Liability insurance with minimum combined single limit for each occurrence of One Million Dollars (\$1,000,000.00) and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the City as a Certificate Holder and name the City, and its elected and appointed officials, officers, employees and agents as additional insured parties.

C. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for

one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

6.2 **Additional Requirements for Insurance.** In addition to specific requirements imposed on insurance by this Section and its subsections, insurance shall conform to all of the following:

A. All policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services provided by the Contractor. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.

B. The Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage.

D. Contractor shall provide the City with notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

6.3 **Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

- 6.4 **Insurance Certificates.** Prior to commencement of any Services under this Agreement, the Contractor shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. The City may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

7.0 OWNERSHIP OF DOCUMENTS

Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.* to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

8.0 CONFLICT OF INTEREST

The Contractor shall refrain from providing any services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, or any City-adopted Code of Ethics or ethical principles.

9.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

- A. Suspend Contractor's performance pending necessary corrective actions as specified by the City;

B. Withhold payment to the Contractor until the necessary Services or corrections in performance are satisfactorily completed; and/or

C. Deny payment for those Services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or

D. Recover actual and/or consequential damages; and/or

E. Terminate this Agreement.

The foregoing remedies are cumulative and the City, at its sole discretion, may exercise any or all of the remedies individually or simultaneously.

10.0 MISCELLANEOUS PROVISIONS

10.1 **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. The City's approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Manager, 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.

10.2 **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, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of the City 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.

10.3 **Equal Employment Opportunity.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.4 **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.
- 10.5 **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 the Contractor. 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.
- 10.6 **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 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, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 10.7 **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. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, **the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement.** The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.
- 10.8 **Survival of Terms and Conditions.** 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.
- 10.9 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the City. Any written assignment shall expressly refer to this Agreement, specify the particular rights,

duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the City Manager. No assignment shall release the Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

- 10.10 **Headings.** The captions in this Agreement are 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.
- 10.11 **Integration and Amendment.** This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the City and the Contractor.
- 10.12 **Severability.** Invalidity 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.
- 10.13 **Employment of or Contracts with Illegal Aliens.** The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may

terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

- 10.14 **Notices.** 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 Contractor:

City Manager City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80120	CHARLIER ASSOCIATES, INC. 2919 VALMONT RD., STE 206 BOULDER, CO. 80301
With Copy to: City Attorney City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80120	

11. INDEMNIFICATION AND HOLD HARMLESS

The Contractor expressly agrees to, and shall, indemnify and hold harmless the City and any of its elected and appointed officials, officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorney fee that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any negligent omission or action by the Contractor or any of its employees, agents, partners, subcontractors, consultants, or others working on behalf of the Contractor in performance of the Services under this Agreement, but only to the extent and amount represented by the degree or percentage of negligence or fault attributable to the Contractor, its employees, agents, partners, subcontractors, consultants or others working on behalf of the Contractor. Nothing in this paragraph shall constitute an agreement by the Contractor to indemnify or hold the City harmless for any negligent omission or action by the City or any of its elected and appointed officials, officers, agents, or employees. By demanding this right to indemnification, the City in no way waives or limits its rights under the Colorado Governmental Immunity Act, C.R.S. § 24-20-101, *et. seq.*

12. AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City and the Contractor and bind their respective entities. THIS AGREEMENT is executed and made effective as provided above.

CITY OF LITTLETON, COLORADO

By: _____
Michael Penny, City Manager

APPROVED AS TO FORM

CONTRACTOR

By: _____

By: _____
James F. Charlier
President

EXHIBIT A

To Agreement between the City and CHARLIER ASSOCIATES, INC.

1. Scope of Services. The Contractor hereby agrees to and accepts responsibility to perform the services described on the attached Exhibit B (Scope of Services/Proposal).
2. Time of Performance. Performance of the Services of the Contractor shall commence on 3/16/16 and shall be completed, or shall end, by 3/16/17.
3. Compensation. The City agrees to compensate the Contractor for the performance of the Services detailed in Exhibit B, as follows:
 - A. Lump Sum: The total sum of \$ 0.00 for the Services described in Exhibit B. If the City is satisfied with Contractor's performance, the City shall pay this sum within forty-five (45) days of receipt of Contractor's invoice indicating that it has completed the Services. Non-reimbursable Costs, Charges, Fees, or Other Expenses. Any fee, cost, charge, fee, or expense incurred by the Contractor shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City. If dollar amount in this Sub-paragraph A, Lump Sum, is zero, this Sub-paragraph shall void and of no effect.
 - B. Time and Material: The Contractor shall perform the Services described in Exhibit B and shall invoice the City for work performed by task as described in Exhibit B. Total compensation (including any and all mobilization costs, other costs, charges, fees, or other expenses that might otherwise be incurred by other contractors and payable as a reimbursable expense) shall not exceed \$200,000.00. The Contractor shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the City. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the City shall promptly review the Contractor's invoice. The City may dispute any Contractor time, reimbursable expense, and/or compensation requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the City, the City shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in

accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor. If dollar amount in this Sub-paragraph B, Time and Material, is zero this Sub-paragraph shall be void and of no effect.

- C. Annual Fee: The annual sum of \$ 0.00 for the Services described in Exhibit B. The City shall pay this sum in equal monthly payments over twelve months. Non-reimbursable Costs, Charges, Fees, or Other Expenses. Any fee, cost, charge, fee, or expense incurred by the Contractor shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City. If dollar amount in this Sub-paragraph C, Annual Fee, is zero, this Sub-paragraph shall be void and of no effect.

4. Special Conditions.



Staff Communication

File #: Resolution 20-2016, **Version:** 1

Agenda Date: 03/15/2016

Subject:

Resolution approving a License Agreement between the Denver Regional Council of Governments (DRCOG) and the City of Littleton for the acquisition, preparation, use, and distribution of digital aerial photography

Presented By: Ken C. Price, Information Services Director

POLICY QUESTION:

Does city council support a resolution approving a License Agreement with the Denver Regional Council of Governments (DRCOG) for the acquisition, preparation, use, and distribution of digital aerial photography?

BACKGROUND:

The Denver Regional Council of Governments (DRCOG) and the city plan to cooperate in the acquisition, preparation, use, and distribution of digital aerial photography developed through the Denver Regional Aerial Photography Project (DRAPP). The purposes of this License Agreement is to define the rights and obligations of DRCOG and the city. The city will use the digital aerial photographs for its Geographic Information System (GIS).

STAFF ANALYSIS:

This agreement will result in significant reduction of time and effort city employees spend gathering GIS data in the field.

FISCAL IMPACTS:

The cost in 2016 is \$5,000. DRCOG will produce a new set of digital aerial photographs every two years, so a new agreement will be considered at that time.

STAFF RECOMMENDATION:

Staff recommends council approve the resolution for a License Agreement between DRCOG and the City of Littleton for the acquisition, preparation, use, and distribution of digital aerial photography.

PROPOSED MOTION:

I move to approve the resolution approving a License Agreement between the Denver Regional Council of Governments (DRCOG) and the City of Littleton for the acquisition, preparation, use, and distribution of digital aerial photography.

**LICENSING AGREEMENT BY AND BETWEEN THE
DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1290 Broadway, Suite 100
Denver, Colorado 80203
(DRCOG)

and

CITY OF LITTLETON
2255 West Berry Avenue
Littleton, Colorado 80120
(PARTNER)

for

DENVER REGIONAL AERIAL PHOTOGRAPHY PROJECT

Project Number: 820016

Agreement Number: RV16004

RECITALS

WHEREAS, the parties desire to cooperate in the acquisition, preparation, use, and distribution of digital orthoimagery (hereinafter referred to as the "Product") developed through the Denver Regional Aerial Photography Project (hereinafter referred to as "DRAPP" or "Project" interchangeably).

WHEREAS, the Partner is a governmental or public service entity.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Purposes

The purposes of this Agreement are to define the rights and obligations of the parties with respect to the Product and to protect and control the rights, reproduction, and resale of the Product. For purposes of this Agreement, current Product shall mean the version released as part of the most current Project, and past Product shall mean those versions of the Product that have since been replaced with a current Product version or those versions that are more than two years old. Current and past Products may be referred to collectively as "Product."

2. Term

The term of this Agreement shall be from the date of execution of this Agreement and shall be valid as long as the entity is using the Product.

3. Partner Participation

The Partner will be notified by DRCOG of planned Projects, which typically occur every two (2) years. At that time, the Partner will be asked to submit a Letter of Intent to participate in the current Project. The Partner will also be asked to commit funds as appropriate in its Letter of Intent. If the Partner chooses not to participate in the current Project, it should not submit a Letter of Intent. Following receipt of the Partner's Letter of Intent and upon completion of updated financial projections,

DRCOG will invoice the Partner for its portion of the current Project costs, in accordance with Section 5. In the event that enough local Partner funds are not collected in order to fund the Project, DRCOG may choose not to continue with the current Project. The Partner can continue to use the past Product in accordance with the terms of this Agreement.

4. Termination

If through any cause, either party should fail to fulfill in a timely and proper manner its obligations under this contract or violate any of the covenants or stipulations in this Agreement, the wronged party has the right to terminate this contract by giving sixty (60) days written notice to the other party of such termination. If DRCOG is at fault in this instance, the Partner will be refunded any payments received for the current Product. If the Partner is at fault, the Partner will return all copies of the current Product in its possession.

5. Payment and License

In consideration for the payment to DRCOG of the license fee set forth in the Partner's Letter of Intent to participate in DRAPP, DRCOG grants the Partner a non-exclusive, non-transferable license to the Product to be used strictly and only in accordance with the provisions stated in this Agreement. If the Partner participates in the latest Project, the Partner will receive the current Product (in an electronic format determined by DRCOG) for the geographical area it has specified. If the Partner is unable or chooses not to participate in the current Project, it shall not receive the current Product but may continue to use the past Product in accordance with the terms of this Agreement.

DRCOG shall provide an invoice to the Partner for the fee due (in part or in full) in accordance with Partner's Letter of Intent. Partner shall remit the undisputed invoiced amount within thirty (30) days after receipt of an invoice.

6. Use of Product

a. Past DRAPP Products

i) Permitted Use

- (1) The Partner may use the Product that they have purchased to meet the goals and objectives of their organization.
- (2) Derivative images based on the Product may be displayed on the Partner's website as long as they are not publicly available for download.
- (3) The Web Mapping Service ("WMS") may be used in the Partner's web maps as view-only to the public.
- (4) Past Product may be distributed freely to the public, with the exception of WMS as provided herein.

ii) Restricted Use

- (1) The Partner shall never sell the Product without the written consent of DRCOG.

b. Current Product

i) Permitted Use

- (1) The Partner may use the current version of the Product only to meet the goals and objectives of its governmental activities.

- (2) Contractors engaged by the Partner providing contractual services directly to the Partner may use the current version of the Product in order to fulfill these contractual services, so long as there is written agreement between the Partner and the Contractor that the Product will not be utilized by the Contractor for any other purpose.
- (3) Derivative images based on the Product may be displayed on the Partner's internet site and derivative images may be further used, copied, and displayed to meet the goals and objectives of its governmental activities, which activities may include provision of governmental services for or on behalf of participating public entities. However, partner may not distribute physical copies of DRAPP imagery tiles.
- (4) The Web Mapping Service ("WMS") may be used in the Partner's web maps as view-only to the public.
- ii) Restrictions on Use
 - (1) Outside of the Permitted Uses listed above, the Partner shall not permit access to the current Product by third parties unless authorized in writing by DRCOG.
 - (2) The Current Product is considered proprietary for a period of two years following product release. After two years, the Product is categorized as a Past Product Version.

7. Product Resale

- a. The Partner shall not resell the Product (current or past versions).
- b. The Partner authorizes DRCOG to sell the Product and any Product derivations through DRCOG's authorized reseller.
- c. The Partner authorizes DRCOG to collect proceeds from sales of the Product and any Product derivations and to hold and use this money for any future projects or purposes authorized to DRCOG.
- d. Whenever applicable, the Partner agrees to direct purchase requests for the Product to DRCOG or DRCOG's authorized reseller(s).

8. Limited Warranty and Remedy

- a. Limited Warranty
 - i) DRCOG shall use its best efforts to ensure that the Product is delivered free of physical defect.
 - ii) DRCOG disclaims any other warranties, express or implied, respecting these terms and conditions or the Product.
- b. Remedy
 - i) Partner's sole and exclusive remedy for breach of this limited warranty will be to return the Product within 60 days of receipt.
 - ii) DRCOG shall, at its discretion, replace the Product or repair the Product and return it to the Partner.

9. Assignment and Transfer

Partner shall not disclose, lease, sell, distribute, make, transfer or assign the Product or engage in any other transaction which has the effect of transferring the right of use or part of the Product without the prior written consent of DRCOG, except as noted in Section 6 above.

10. Liability

Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., each party shall be responsible for any claims, damages, demands or suits arising out of its own negligence.

DRCOG shall not be liable for any activity involving the Product with respect to the following:

- a. The fitness of the Product for a particular purpose.
- b. The use or interpretation of the Product, or the results obtained.

11. Colorado Law to Govern

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Colorado.

12. No Continuing Waiver

The waiver of any default by either party or the failure to give notice of any default shall not constitute waiver of any subsequent default or be deemed to be a failure to give notice with respect to any subsequent default. Waiver of the breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of both parties.

13. Governmental Immunity

Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, their departments, institutions, agencies, boards, officials, and employees are controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

14. Invalid/Unenforceable Provision(s)

If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

15. Integration and Amendment

This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by both parties.

16. Authority.

The undersigned signatories of Partner represent that they have been duly authorized to execute this Agreement and have full power and authority to bind

Partner to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Partner further understands and agrees that no further certification authority or third party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20____ and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

**DENVER REGIONAL COUNCIL
OF GOVERNMENTS**
“DRCOG”

CITY OF LITTLETON
“PARTNER”

By: _____
Executive Director

By: _____

ATTEST:

ATTEST:

By: _____
Administrative Officer

By: _____



2255 West Berry Avenue
Littleton, Colorado 80120
303-795-3700

February 8, 2016

Denver Regional Council of Governments
ATTN: Roberta Cole, Contracts Department
1290 Broadway, Suite 700
Denver, CO 80203.

Re: Intent to Participate in the 2016 Denver Regional Aerial Photography Project

Attention: Roberta Cole, Contracts Department

Please accept this letter as notification of the City of Littleton's commitment to participate in the 2016 Denver Regional Aerial Photography Project (DRAPP).

City of Littleton is willing to commit an amount not to exceed \$5,000.00 to this project. The deliverable to us will be 3 inch, 6 inch and 1 foot imagery.

We understand that this fee will provide us with this imagery to support the goals and objectives of our business activities, subject to the terms and conditions of the DRAPP License Agreement.

Sincerely,

Ken Price - Information Services Director - City of Littleton



Staff Communication

File #: ID# 16-40, **Version:** 1

Agenda Date: 03/15/2016

Subject:

Motion to approve Council's 2016-2017 Goals and Objectives

Presented By: Bruce Beckman, Mayor

POLICY QUESTION:

Does city council support approving the 2016-2017 Council Goals and Objectives?

BACKGROUND:

City council met in a study session on March 3, 2016 to discuss and update its Goals and Objectives.

PROPOSED MOTION:

I move to approve council's 2016-2017 Goals and Objectives

City of Littleton

COUNCIL GOALS & OBJECTIVES

20164-20175

~~ADOPTED 1/21/2014~~ PROPOSED 3/15/2016

VISION STATEMENT:

To preserve a family-oriented and economically vibrant community that encourages citizen involvement, respects diversity, values community character, and enhances the quality of life of Littleton residents and visitors.

1. ASSURE A FINANCIALLY-SOUND CITY GOVERNMENT.

Objective: ~~Continue to implement~~Develop a budget process that provides the ability to evaluate costs/benefits along with program prioritization.

Objective: Deliver ~~innovative~~, cost-efficient municipal services.

~~**Objective:** Research and pursue alternative revenue sources.~~

Objective: Ascertain the desires of the citizens and implement revenue streams which support them.

Objective: Ensure financial reports are accurate and timely.

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2. PROVIDE A SAFE COMMUNITY TO LIVE, WORK, AND PLAY.

Objective: Provide a comprehensive evaluation of city services that meet the needs of the community.

Objective: Provide police protection ~~and other services that to maintain the infrastructure and~~ meet the needs of the community.

Objective: Provide fire protection and emergency medical services that meet the needs of the community and the city's fire partners.

Objective: Provide building standards and assist the community with code enforcement and building compliance. ~~Provide code enforcement to maintain the safety and quality of neighborhoods.~~

Objective: Support public/private partnerships that foster mental and physical health.

Objective: Ensure vehicular, bike, pedestrian safety, and address the diverse needs of the community to improve mobility~~improve accessibility.~~

~~**Objective:** Partner with other governmental and non-governmental agencies to maximize opportunities for ensuring a safe community.~~

~~**Objective:** Support local public and private education organizations to maintain a broad range of high-quality educational opportunities within Littleton.~~

Objective: Provide a judicial system that provides a place for justice and public safety.

Objective: Provide services that support public health.

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3. DEVELOP AND MAINTAIN THE PUBLIC INFRASTRUCTURE.

Objective: Provide and maintain ~~a high-quality~~ public infrastructure that addresses the needs of residents, visitors, and businesses.

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4. PRESERVE AND CULTIVATE A QUALITY COMMUNITY.

Objective: Encourage continuous improvement in service delivery and evaluate potential alternatives. Council encourages and supports a work environment that encourages innovation and best management practices.

Objective: Provide support ~~and direction to neighborhoods~~ to cultivate the quality of neighborhoods~~life that the neighborhood desires and deserves.~~

~~**Objective:** Actions and decisions should follow a comprehensive review of all relevant impacts and benefits, including the aggregate impact on the community's property values and the attractiveness of the immediate neighborhood and the city as a whole as a place to live, work and play.~~

Objective: Promote active planning programs to ensure economic viability, quality of life and community culture.

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Objective: Encourage reinvestment in ~~existing, replacement and infill~~ housing stock.

~~**Objective:** Complete the update of the Citywide Comprehensive Plan.~~

~~**Objective:** Foster a livable community to attract and retain residents of all ages.~~

Objective: Foster a livable community for a diverse population.

~~**Objective:** Continue an update of the city's development and zoning codes to ensure ability to implement community goals.~~

Objective: Enhance the quality of City parks, trails, and open space system ~~to increase the public's use and enjoyment of them.~~

Objective: ~~Implement the Open Space plan and s~~Support South Platte and Highline Working groups' projects to maximize the recreational, wildlife, and economic benefits of the natural open spaces.

Objective: Maintain and enhance public art.

Objective: ~~Improvement parks and recreational opportunities in the north east neighborhood.~~

Objective: Support local public and private education organizations to maintain a broad range of high quality educational opportunities within Littleton.

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5. PURSUE A BALANCED AND SUSTAINABLE LOCAL ECONOMY.

Objective: Grow jobs ~~and sales tax revenue~~ by providing strategic assistance to Littleton businesses.

Objective: ~~Take a proactive approach to recruiting~~ businesses, retaining existing businesses, and assisting businesses wishing to expand.

Objective: Work with community partners to increase the number and quality of events that draw citizens and visitors, ~~as well as focus on improving the quality of existing events.~~

Objective: ~~Seek a balanced blend of businesses to enhance our economic, retail and cultural environment.~~

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6. SUPPORT ENVIRONMENTAL SUSTAINABILITY.

Objective: ~~Identify-Support~~ long-term cost-effective sustainable energy efficiencies for city operations.

Objective: Support policies and practices that sustain the natural environment.

7. FOSTER COMMUNITY INVOLVEMENT, COMMUNICATION AND TRUST

Objective: Provide ~~the highest level of~~ service delivery with unwavering integrity and ethics.

Objective: Foster citizens' engagement and involvement in their neighborhoods and the community at large.

Objective: Foster community spirit.

Objective: ~~Continue to~~ improve ways to disseminate information to citizens.

Objective: Increase council outreach activities.

City Council specific action items for City Manager focus:

- ~~4. Action:~~
~~Develop a quarterly spreadsheet creating a five-year revenue and expenditure projection including operational and capital expenditures.~~
~~Develop a prioritized list of programs (such as Capital Projects, Omnibus, etc).~~

- ~~Action:~~
~~Support passage of Federal Interstate Commerce Fairness Act.~~
~~Apply for at least two new grants.~~

1. Action:
Develop multidisciplinary groups to evaluate transportation, housing and economic development. The groups should include 2 council members, city staff, city stakeholders and others with the technical expertise familiar with Littleton and its character to become informed about the three issues and how they may impact the quality of life in Littleton over the next 20-years. This includes a specific review of arterial and secondary streets to develop predictable travel times.

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24. Action:
Complete sub-area plans for the Santa Fe, Littleton Blvd., and Broadway corridors.

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~~Action:~~
~~Evaluate ADU opportunities and other residential redevelopment limitations in the code.~~

35. Action:
Evaluate, develop, and implement an outreach plan to businesses to ensure government is aligned with business needs and fosters public private partnerships.

- ~~Action:~~
~~Enhance vehicular gateways to the community.~~
~~Support commercial annexation that results in increased net revenue for the city.~~
~~Pursue the redevelopment of the Riverfront—Santa Fe/Bowles Avenue area.~~
~~Leverage current commercial investment to maximize additional private investment.~~
~~Encourage and assist with occupancy of vacant commercial spaces through a diverse, complementary and cohesive ‘tenant mix’ that will define Littleton as a shopping destination.~~

4. ActionObjective:

Continue an update of the city's development, land use and zoning codes to ensure ability to implement community goals.

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5. Action:

Evaluate current city financial reserve levels in all existing funds and make recommendations for change, if necessary.

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Staff Communication

File #: ID# 16-37, **Version:** 2

Agenda Date: 03/15/2016

Subject:

Motion approving signage related to the prohibition of open carry of firearms in or upon public facilities.

Presented By: Division Chief Gene Enley

POLICY QUESTION:

Does city council approve the proposed signage prohibiting open carry of firearms in or upon public facilities?

BACKGROUND:

Littleton Municipal Code Sec. 6-4-160: Firearms Prohibited in or Upon Public Facilities, restricts the open carry of firearms in or upon public facilities when posted with notification that the carrying of firearms is prohibited. The ordinance further requires that the appearance of the postings be approved by the city council.

To enhance the security of public facilities, signs will be posted at public entrances of all city-owned buildings announcing that open carry of firearms in or upon the facility is prohibited. These signs are required by city ordinance for enforcement of violations of this ordinance.

STAFF ANALYSIS:

Staff has conducted security reviews of city facilities and recommends posting signs announcing the prohibition of open carry at these facilities. This will allow for the enforcement of ordinance 6-4-160.

FISCAL IMPACTS:

There are minimal costs as signs will be printed and installed by the Public Works Department.

STAFF RECOMMENDATION:

Staff recommends the motion approving the signs be approved.

PROPOSED MOTION:

I move to approve the signs prohibiting the open carry of firearms in or upon public facilities.



**THE OPEN CARRY OF FIREARMS IS PROHIBITED
IN OR UPON PUBLIC FACILITIES.**



Staff Communication

File #: Resolution 22-2016, **Version:** 1

Agenda Date: 03/15/16

Subject:

Resolution authorizing the mayor, on behalf of the city as the property owner, to sign a site development plan for Reynold's Landing Park

Presented By: Andrea Mimnaugh, Planning Manager

POLICY QUESTION:

Does city council support authorizing the mayor to sign a development application as the property owner?

BACKGROUND:

Reynold's Landing Park is located along the South Platte River just west and north of Breckenridge Brewery. The park consists of two parcels: one owned by the city, the other owned by South Suburban Parks and Recreation District.

On July 21, 2015, city council and the board of directors of South Suburban Park and Recreation District approved the Reynold's Landing Master Plan (attached) at a joint public hearing. Funding to complete the proposed improvements was approved in the city's 2015 budget (open space funds) for 1.1 million and \$500,000 in the 2016 budget. The construction of the improvements requires approval of a site development plan (SDP16-0004), currently under review by city staff. The application is administrative and does not require council review or approval of the land use. By approving this resolution, council authorizes the mayor to execute the mylars on behalf of the city as the property owner. This is not a request for land use approval by the council. The property owner needs to sign the final plan set for the above applications prior to being recorded.

STAFF ANALYSIS:

Approval of the site development application is necessary for the construction of improvements at Reynold's Landing because the city is owner of one of the two parcels that together make up the park.

FISCAL IMPACTS:

None

STAFF RECOMMENDATION:

Staff recommends city council authorize the mayor to sign the site development plan on behalf of the city, as one of the property owners..

PROPOSED MOTION:

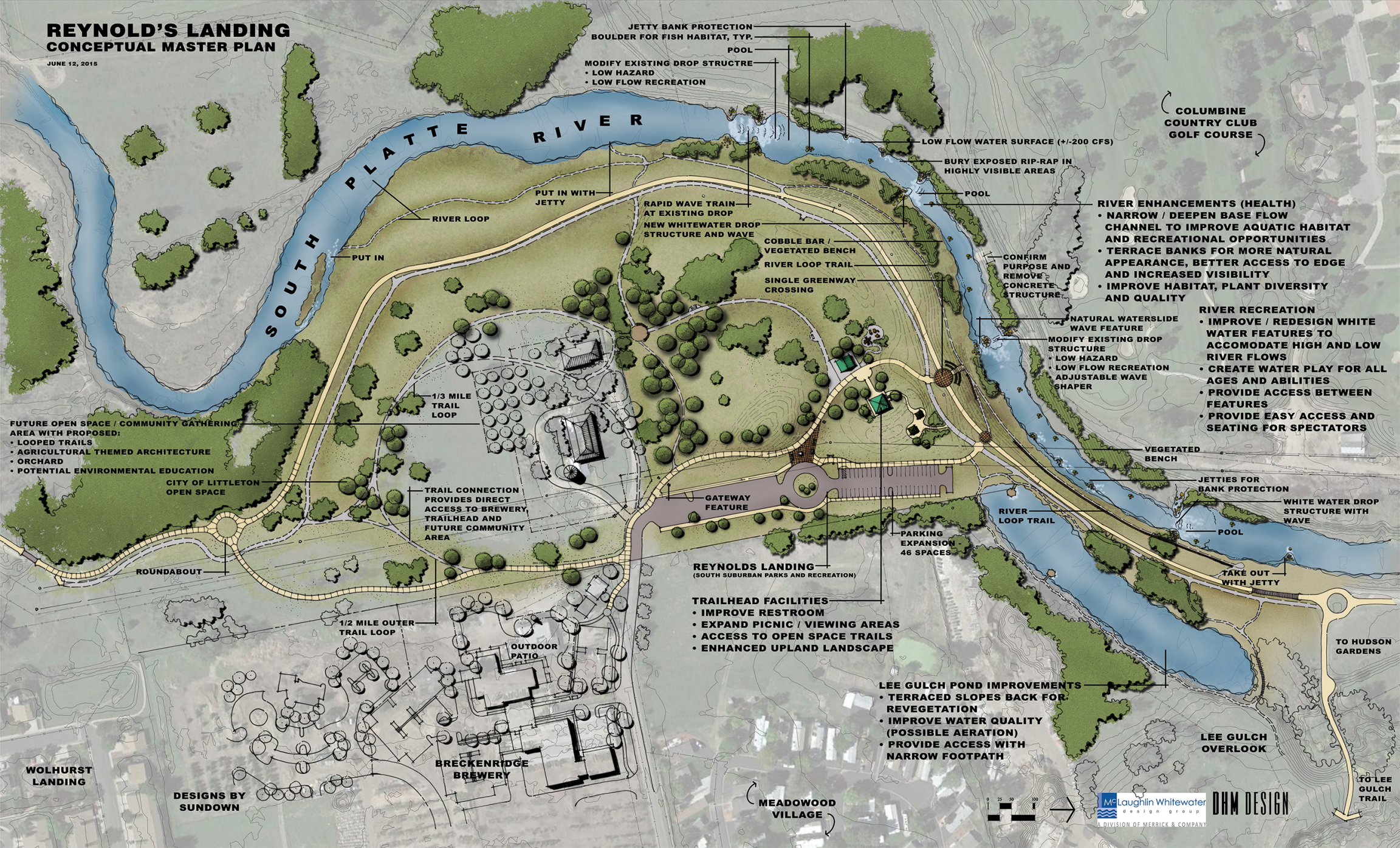
I move to approve the resolution authorizing the mayor, on behalf of the city as the property owner, to sign the site development plan for Reynold's Landing Park.

APPROVED AS TO FORM:

Kristin Schledorn
CITY ATTORNEY

**REYNOLD'S LANDING
CONCEPTUAL MASTER PLAN**

JUNE 12, 2015





Staff Communication

File #: ID# 16-43, **Version:** 1

Agenda Date: 03/15/2016

Subject:
Certification of March 3, 2016 study session minutes

Presented By: Wendy Heffner, City Clerk

RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the 03/03/2016 study session 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 based on the clerk's certification, the March 3 video recording as the minutes for the March 3, 2016 study session be approved



Staff Communication

File #: ID# 16-28, **Version:** 1

Agenda Date: 03/15/2016

Subject:

Certification of the February 16, 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 February 16, 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 city clerk's certification, the February 16, 2016 video as the minutes for the February 16, 2016 regular meeting of the city council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Journal

City Council

Tuesday, February 16, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

Present: 4 - Mayor Pro-Tem Brinkman, Council Member Cernanec, Mayor Beckman and Council Member Cole

Absent: 3 - Council Member Clark, Council Member Hopping and Council Member Valdes

2. Pledge of Allegiance

3. Approval of Agenda

Mayor Beckman amended the agenda to remove item 7a and table it to the regular City Council meeting of March 15, 2016.

4. Public Comment on Consent Agenda and General Business items

*Carol Fey
Susan Thornton
Pam Chadbourne
Carol Brzeczek
Melodie Sheisme*

5. Consent Agenda Items

- a) [Resolution 16-2016](#) Resolution approving a grant agreement with the Colorado Department of Transportation, Division of Transit and Rail, for the purchase of two buses for the Omnibus program
This Resolution was approved
- b) [Resolution 10-2016](#) Resolution approving a Memorandum of Understanding and Business Associate Agreement with the Colorado Springs Fire Department for the CONNECT Colorado Mobile Integration Health Demonstration Project
This Resolution was approved
- c) [ID# 15-322](#) Motion to approve Council's 2016-2017 Legislative Rules
ID# 15-322 was approved

- d) [Resolution 18-2016](#) Resolution approving an Intergovernmental Agreement with Arapahoe County concerning community service case management

This Resolution was approved

- e) [ID# 16-25](#) Certification of the February 2, 2016 regular meeting minutes

This Journal and Minutes was approved

Approval of the Consent Agenda

Mayor Pro-Tem Brinkman moved and Council Member Cernanec seconded to approve the consent agenda. The motion carried by the following vote:

Aye: 4 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman and Council Member Cole

Absent: 3 - Council Member Clark, Council Member Hopping and Council Member Valdes

6. Ordinances for Second Reading and Public Hearing

7. General Business

- a) [Resolution 17-2016](#) Resolution approving an updated neighborhood boundaries map and updated maps, goals, and policies for seven of the city's neighborhoods as an amendment to the city's comprehensive plan

Resolution 17-2016 is tabled to the March 15, 2016 regular meeting

8. Public Comment

*Patrick Fitzgerald
Don Bruns
Carol Brzeczek*

9. Comments / Reports

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

10. Adjournment

Mayor Beckman adjourned the meeting at 7:13 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.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: ID# 16-44, **Version:** 1

Agenda Date: 03/15/2016

Subject:

Motion to approve the 2016/2017 Council Liaisons to Boards and Commissions and additional outside appointments

Presented By: Bruce Beckman, Mayor

POLICY QUESTION:

Does city council support approval of the 2016/2017 Council Liaisons to Boards and Commissions and additional outside appointments

PROPOSED MOTION:

I move to approve the 2016/2017 2016/2017 Council Liaisons to Boards and Commissions and additional outside appointments

Mayor Beckman Council Appointments for 2016-2017

Boards Liaisons:

Library Board - Clark
Museum Board - Valdes
Fine Arts Board - Cole
LIFT – Hopping

Other Appointments:

C-470 Coalition – Brinkman
Highline Canal Working Group – Beckman
Colorado Municipal League Policy Committee – Primary Brinkman; Alternate Penny
Littleton Fire Rescue Management Group – Brinkman
South Platte Working Group – Brinkman
Denver Regional Council of Governments Board – Primary Cernanec; Alternate, Beckman
Metro Mayors Caucus – Beckman



Staff Communication

File #: ID# 16-39, **Version:** 1

Agenda Date: 03/15/2016

Subject:

Motion to approve authority, board, and commission appointments

Presented By: Bruce Beckman, Mayor

POLICY QUESTION:

Does city council support the appointment and reappointment of authority, board and commission applicants?

BACKGROUND:

In accordance with Section 2-2-3 (B) (1) and (2) of the Littleton City Code, the city clerk's office published notice in the *Littleton Report* and on the city's website announcing authority, board and commission vacancies. Thirty-nine applications were received. City council interviewed 33 applicants on February 22 and 23, 2016. Three applications were withdrawn before interviews were held, and three applicants did not attend their interviews.

FISCAL IMPACTS:

Members of city authorities, boards and commissions serve on a volunteer basis.

PROPOSED MOTION:

I move to approve the appointments identified on the attachment, with terms of office beginning April 1, 2016.

Authority, Board or Commission		Term Expires
--------------------------------	--	--------------

Board of Adjustment

Appoint Alternate 1 to Regular	Donald Genna	2018
Appoint Alternate 2 to Regular	Jack Rychecky	2018
Appoint - Regular	Pete McClintock	2019
Appoint Alternate 1	Joseph Riemer	2019
Appoint Alternate 2	Scott Primeau	2019

Building Board of Appeals

Reappointment	David Mitchell	2019
Appoint Alternate 1 to Regular	Jeff Eaby	2018
Appoint Alternate 2 to Alternate 1	Dustin Hubbard	2018
Appoint Alternate 2	Ron Manske	2019

Historic Preservation Board

Reappoint	Sharon Gaare	2019
Reappoint	Paul Kastner	2019
Appoint Alternate 1 to Regular	Edward Leighty	2018
Appoint Alternate 2 to Alternate 1	David Spartlen	2018
Appoint Alternate 2	Kimberly Field	2019

Election Commission

Appoint	Susan Thornton	2020
Withdrew Application after interviews	Rebecca Askew	

Licensing Authority

Reappoint	Andrew Cole	2019
Reappoint	Timothy LeVier	2019
Appoint Alternate 1 to Regular	Michael Buchanan	2018
Appoint Alternate 2 to Regular	Kenneth Shock	2018
Appoint Alternate 1	Michael Day	2019
Appoint Alternate 2	Jerome Wiencek	2019

Library Board

Reappoint	Dawn Shepherd	2019
Reappoint	Paul Bingham	2019
Appoint	Cecile Tobey	2019

Museum Board

Appoint	Jennifer Alldredge	2019
Appoint	Richard Cronenberger	2019
Appoint	Karen Wojkyla	2019

Authority, Board or Commission		Term Expires
--------------------------------	--	--------------

Planning Board

Reappoint	David Bolt	2019
Appoint Alternate 1 to Regular	Brian Corbett	2018
Appoint Alternate 2 to Alternate 1	Lynne Krueger	2018
Appoint Alternate 2	Bruce Stahlman	2019

Fine Arts Board

Appoint	Shari Ross	2019
Appoint	Carolyn Bradish	2019