



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, May 3, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

5. Consent Agenda Items

Consent agenda items can be adopted by simple motion. All ordinances must be read by title prior to a vote on the motion. Any consent agenda item may be removed at the request of a Council Member.

- a) [Ordinance 01-2016](#) Ordinance to approve a Service Agreement with the Meadowbrook-Fairview Metropolitan District for fire and emergency medical response services
- Attachments:** [Ordinance No. 01-2016](#)
[Meadowbrook IGA](#)
[Meadowbrook Key Map - Exhibit 1](#)
- b) [ID# 16-71](#) Motion to appoint Christopher Cross as substitute municipal court judge for a two-year term.
- Attachments:** [Resume - Christopher Cross](#)
- c) [Resolution 23-2016](#) Resolution approving a contract with Charlier Associate, Inc. for Littleton's Downtown and Littleton Boulevard Streetscape Project
- Attachments:** [Resolution No. 21-2016](#)
[Scope of Services 4-27-16](#)
[Littleton City Council Feb 9 -16 Streetscape](#)
[PSA Charlier Associates](#)
[Streetscape project consultant selection](#)

- d) [Ordinance 04-2016](#) An ordinance concerning the regulation and licensing of retail marijuana establishments
- Attachments: [Ordinance No. 04-2016](#)
[MJ Distance Requirement Map](#)
[Survey Responses](#)
- e) [ID# 16-83](#) Certification of the April 5, 2016 regular meeting minutes
- Attachments: [04-05-2016 - Journal](#)

6. Ordinances for Second Reading and Public Hearing

- a) [Ordinance 02-2016](#) Ordinance on second reading amending Ordinance No. 95 Series of 2015 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2016 and ending December 31, 2016.
- Attachments: [Ordinance No. 02-2016](#)
[Proof of Publication](#)

7. General Business

8. Public Comment

9. Comments / Reports

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

10. 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 #: Ordinance 01-2016, **Version:** 1

Agenda Date: 05/03/2016

Subject:

Ordinance to approve a Service Agreement with the Meadowbrook-Fairview Metropolitan District for fire and emergency medical response services

Presented By: Chris Armstrong, Fire Chief

POLICY QUESTION:

Does city council support entering into an intergovernmental agreement (IGA) between Meadowbrook-Fairview Metropolitan District and Littleton Fire Rescue for fire and medical response services effective July 1, 2016?

BACKGROUND:

The City of Littleton provided fire and emergency medical response services to this special district until 2009 and West Metro Fire Rescue has been providing this service since. The West Metro IGA with Meadowbrook-Fairview Metropolitan District (MFMD) recently expired and MFMD reached out to Littleton Fire Rescue and requested that LFR again provide these contract services. MFMD does not have a desire to annex or become part of another fire protection district and wishes to contract directly with LFR for these services on a long-term basis.

STAFF ANALYSIS:

Meadowbrook-Fairview Metropolitan District has agreed to pay an annual fee equal to the Littleton Fire Protection District's mill levy (7.678 %). This community is located near Wadsworth Blvd and West Chatfield Ave (see Exhibit 1 Map). The MFMD service area includes 1,226 single-family residences, 61 multi-family residences and 23 commercial locations and averages approximately 40 calls per year for service. The revenue created by this IGA, estimated at the current mill levy and assessed value, would be approximately \$343,000 for the first year. The contract automatically renews for a 10-year term.

FISCAL IMPACTS:

The estimated revenue of \$343,000 for the first year contract, and future revenue for service, would be split 50%/50% with the Littleton Fire Protection District.

This contract for service would be accomplished from existing stations, any costs for providing these services to Meadowbrook should already be covered.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance

PROPOSED MOTION:

I move to approve on first reading the ordinance to approve a Service Agreement with Meadowbrook-Fairview

Metropolitan District for fire and emergency medical response services and to schedule a public hearing for May 17, 2016 at 6:30 p.m. in the council chamber.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 01-2016**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, TO APPROVE A SERVICE AGREEMENT**
11 **WITH MEADOWBROOK-FAIRVIEW METROPOLITAN**
12 **DISTRICT FOR FIRE AND EMERGENCY MEDICAL**
13 **RESPONSE SERVICES**
14

15 **WHEREAS**, the Meadowbrook-Fairview Metropolitan District is a Title 32 special
16 district organized and existing under the laws of the State of Colorado, and is authorized by its
17 service plan to provide emergency fire and medical services within its legal boundaries; and
18

19 **WHEREAS**, the Meadowbrook-Fairview Metropolitan District has requested that
20 Littleton Fire Rescue provide such services within the district; and
21

22 **WHEREAS**, the parties desire to enter into an agreement to set forth their respective
23 rights, duties and obligations;
24

25 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
26 **THE CITY OF LITTLETON, COLORADO, THAT:**
27

28 **Section 1.** The Service Agreement between the City of Littleton and the
29 Meadowbrook-Fairview Metropolitan District is hereby approved.
30

31 **Section 2:** Severability. If any part, section, subsection, sentence,
32 clause or phrase of this ordinance is for any reason held to be invalid, such invalidity
33 shall not affect the validity of the remaining sections of this ordinance. The City Council
34 hereby declares that it would have passed this ordinance, including each part, section,
35 subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more
36 parts, sections, subsections, sentences, clauses or phrases may be declared invalid.
37

38 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
39 conflict with this ordinance are hereby repealed, provided that this repealer shall not
40 repeal the repealer clauses of such ordinance nor revive any ordinance thereby.
41

42
43 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the City Council

1 of the City of Littleton on the ____ day of _____, 2016, passed on first reading by a vote of
2 ____ FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis
3 Library, the Municipal Courthouse and on the City of Littleton Website.

4 PUBLIC HEARING on the Ordinance to take place on the ____ day of
5 _____, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue,
6 Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

7
8 PASSED on second and final reading, following public hearing, by a vote of _____FOR
9 and _____ AGAINST on the ____ day of _____, 2016 and ordered published by
10 posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton

11 ATTEST:

12 _____
13 Wendy Heffner
14 CITY CLERK

Bruce O. Beckman
MAYOR

15
16 APPROVED AS TO FORM:

17
18 _____
19 Kristin Schledorn
20 CITY ATTORNEY

SERVICE AGREEMENT

1. **PARTIES.** The parties to this Service Agreement are the **CITY OF LITTLETON** (herein, "City"), and **MEADOWBROOK-FAIRVIEW METROPOLITAN DISTRICT** (herein, "Metro District").
2. **RECITALS AND PURPOSES.** Littleton Fire Rescue provides emergency services including fire protection, emergency medical services, and ambulance transportation services on behalf of City. Metro District desires that Littleton Fire Rescue provide such services, and the purpose of this Service Agreement ("Agreement") is to set forth the terms and conditions of providing such services.
3. **TERM.** This Agreement shall commence on July 1, 2016 and shall continue for ten years, or until terminated earlier upon either (a) non-payment or non-appropriation of any annual payment by the governing board of the Metro District; or (b) one year's advance written notice given by either party.
4. **SERVICES.** In consideration of the payments of Metro District set forth herein, Littleton Fire Rescue shall provide the following emergency services to the residents, property owners, and taxpayers of Metro District, the legal boundaries of which are outlined on Exhibit 1: fire prevention, fire protection, urban search and rescue, emergency medical services, ambulance transport, and response to hazardous materials incidents. For purposes of the provision of such services, Littleton Fire Rescue shall advise all appropriate emergency/911 dispatch centers that Littleton Fire Rescue shall be dispatched into the legal boundaries of Metro District for any emergency incident requiring the services listed herein. The parties shall keep one another informed of significant developments, issues, or concerns related to the efficient delivery of fire protection and emergency medical services. Under no circumstances shall City be liable to Metro District for an interruption in or failure of the services caused by acts of God, unavoidable accident, or other circumstances beyond the control of City through no fault of its own.
5. **COMPENSATION.** In consideration of the provision of services set forth herein, Metro District will pay the City semi-annually in two separate, equal payments a sum equal to the gross tax revenue from the mills assessed by Littleton Fire Protection District against all taxable property within the Metro District (currently 7.678 mills). By way of example, if the assessed value of all taxable property within the Metro District is \$44,742,320, Metro District shall pay the City \$343,531.53 per year. The first payment, which shall be based on the mill levy rate and assessed value for the 2015 tax year (which is collected in 2016) shall be made upon execution of this Agreement and shall be pro-rated to cover services through the end of 2016. Subsequent payments shall be due and payable on January 31st and July 1st of each subsequent year.
6. **RENEWAL.** The parties agree that this Agreement will automatically renew for a period of ten (10) years unless terminated as outlined in section 3(b); provided that nothing in this Agreement shall be construed as an obligation upon, or duty of, the City to continue to provide any fire or medical services after the expiration or termination date. Metro District acknowledges that it is solely responsible for obtaining or providing such services for its constituents in the event of termination of this Agreement.
7. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns.
8. **INTERGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understanding. This Agreement may be amended only by an instrument in writing signed by the parties.
9. **COUNTERPARTS.** This Agreement may be executed in several counterparts and, as so executed, shall constitute one Agreement, binding on all the parties even though all the parties have not

signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument of all purposes.

10. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

11. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiation, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through meditation then either party may initiate a civil action in the District Court for Jefferson County.

12. 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 a party, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of such party, and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

13. SEVERABILITY. Invalidation of any of the provisions of this Agreement or any paragraph, clause, sentence, phrase, or word herein or the application thereof in any given circumstances shall not affect the validity of any other provision of this Agreement.

14. GOVERNING LAW, VENUE, AND ENFORCEMENT. This Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Jefferson 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 had 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 drafter shall not apply to the interpretation of this Agreement.

15. NOTICES. Any notice given in connection with this Agreement shall be in writing by certified mail, return receipt requested, to the addresses noted below.

16. NO THIRD PARTY BENEFICIARIES. This Agreement will not confer any rights or remedies upon any person other than the parties hereto and their respective successors and assigns.

17. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities hereunder.

Dated: May ____, 2016

CITY OF LITTLETON

Attest:

City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

Address for notices: Attn: Fire Chief
2255 W. Berry Ave
Littleton, CO 80120

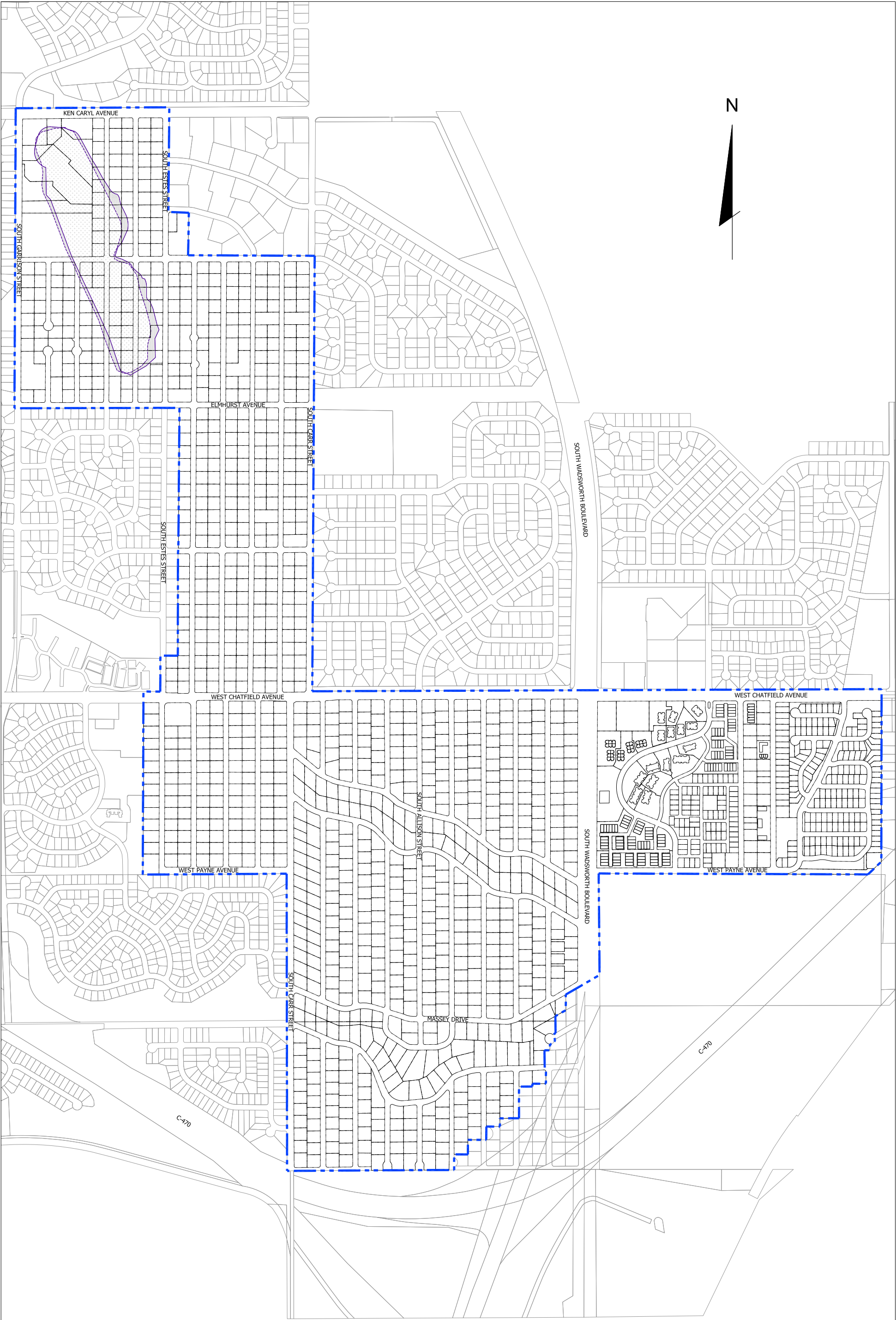
**MEADOWBROOK-FAIRVIEW METROPOLITAN
DISTRICT**

Attest:

Secretary

By: _____
President

Address for notices: Attn: Donald D. Vogt
P.O. Box 840
Morrison, CO 80465
(303) 697-0700
don@vogtlaw.net





Staff Communication

File #: ID# 16-71, **Version:** 1

Agenda Date: 05/03/2016

Subject:

Motion to appoint Christopher Cross as substitute municipal court judge for a two-year term.

Presented By: Wendy Heffner, City Clerk

POLICY QUESTION:

Does city council support appointing Christopher Cross as a substitute municipal court judge for a two-year term?

BACKGROUND:

Judge Feldman was reappointed as the presiding municipal court judge on February 1, 2015. Pursuant to Section 58 of the Littleton City Charter, city council, in its discretion, may appoint additional judges. The court has four substitute judges: Benjamin Currier, Tracy Dawson, Steven Katzman and Nancy Hopf. Judge Feldman recommends appointing an additional associate judge to ensure adequate substitute coverage.

FISCAL IMPACTS:

No additional fiscal impact is anticipated.

STAFF RECOMMENDATION:

Judge Feldman recommends appointing Christopher Cross as a substitute municipal court judge for a two-year term.

PROPOSED MOTION:

I move to appoint Christopher Cross as a substitute municipal court judge for a two-year term, effective May 4, 2016. The city attorney is directed to prepare, and the mayor is authorized to execute, a two-year contract with Judge Cross.

Curriculum Vitae

HON. CHRISTOPHER C. CROSS (Ret.)
Mediator/Arbitrator/Special Master/Statutory Judge
JAMS/Denver
cross@jamsdenver.com
303-534-1254

Professional Experience:

February, 2016 to present: JAMS/Denver. Mediator, arbitrator, special master, and statutory judge.

January, 2009 to February, 2016: 18th Judicial District Court Judge (Arapahoe, Douglas, Elbert, and Lincoln Counties, Colorado). Presided over felony criminal, civil, domestic relations, and juvenile matters.

August, 1997 to January, 2009: Arapahoe County Court Judge, 18th Judicial District. Presiding judge, 2001, 2003-2004, and 2008-2009. Presided over misdemeanor, serious traffic, and civil cases. Previously assigned to Division 7 (now Division 301) presiding over felony criminal advisements, preliminary hearings, and assisting District Court on felony motions and trials.

June, 1986 through July, 1997: Private practice (Law Offices of Christopher Cross; Cross, Schlie & Heckenbach, P.C.; and Cross & Heckenbach, P.C.). Emphasized criminal defense, personal injury and commercial litigation, and professional disciplinary actions.

January, 1984 through May, 1986: Associate at Roath & Brega, P.C. Practice emphasized criminal defense and securities and complex commercial litigation.

June, 1979 through December, 1983: Deputy District Attorney in the Denver District Attorney's Office.

April, 1977 through May, 1979 [Employment during Law School]: Law Clerk for Chief Judge Clifton A. Flowers, Denver District Court; law clerk for Saunders, Snyder, Ross & Dickson, P.C.; and intern for the Denver District Attorney's Office.

Education:

1976-1979: J.D., University of Denver College of Law, Denver, Colorado

1970-1974: B.A., *cum laude*, Denison University, Granville, Ohio

Significant Judicial Education:

- Conflict Coaching and Resolution, August, 2015, Centennial, Colorado, Common Ground Mediation and Coaching, LLC.
- Civil Mediation, June, 2015, National Judicial College, Reno, NV (40 hour course granting certification as a mediator)
- Complex Civil Litigation, January, 2015, National Judicial College, Miami, FL
- Financial Issues in Litigation, January, 2013, National Judicial College, San Diego, CA
- Economics for Judges, October, 2012, Northwestern University, Chicago, IL
- 4th Amendment, National Judicial College, Reno, NV
- Advanced Evidence in the Courtroom, National Judicial College, Orlando, FL
- Constitutional Law, National Judicial College, Reno, NV

Professional Affiliations and Honors:

- Courageous Conversations about Race and the Judiciary, 2014-2016. Organizer and Chair.
- Colorado Judicial Philosophical Society, 2005-present, Organizer and Chair
- Criminal Law Section, Colorado Bar Association, 2014-2016, Board member
- Governor's Community Corrections Advisory Council, 2008-2015; Chair of Standards and Assessment subcommittee, 2008-2012; Council Chair, 2012-2015
- University of Denver Sturm College of Law Alumni Council, 2006-2012
- Arapahoe County Judicial Facilities Review Committee, 2004-2007
- Arapahoe County Bar Association (Board of Directors, 1998 to 2006, Secretary, 2002, Treasurer, 2003, President-Elect, 2004, President 2005-2006)
- Colorado Bar Association (Board of Governors, 1989-1991, 1993-1997, 1999-2001, 2004-2006)
- Who's Who in American Law
- Who's Who
- Appointed Member of the Denver Police Department Pension and Relief Board (1992-1997)
- Adjunct Professor of Law, University of Denver, Lawyering Process course, (1991-1993)

Recent Volunteer Activities/Boards:

- Lakota Outreach, 1996-present (Steering Committee and have participated in year-long planning and outreach, including week-long trips, to the Pine Ridge Lakota Reservation, South Dakota)
- Arapahoe County Bar Association Foundation Board, 2005-2007
- Arapahoe County Bar Association Community Service Chair, 2006-2007 (Organized and participated in work-days at the House of Hope Women's Shelter and "Holiday Presents" for the children at that shelter program)

- Arapahoe Community College Foundation Board of Directors, 2001-2005
- Denison University Alumni Team (internship program supervisor, assist with potential student interviews), 1980-present
- Colorado Judicial Department mentor, speaker, judicial conference organization team
- Frequent speaker and lecturer for community groups, continuing legal education classes, and law school

Publications:

- Rewrite of Chapter 6, *Sentencing*, DUI Benchbook, CLE of Colorado, 2003
- *Disrespect in the Court: A Judge's Perspective*, University of Denver Law Journal, Oct. 2003
- Rewrite of Chapter 5, *Conducting the Jury Trial*, DUI Benchbook, CLE of Colorado, 2005; Revision editor, 2006, 2007.
- *The Role of an Attorney in Society: A Higher Calling*, 91 Denv. U. L. Rev. Online 75 (2014), <http://www.denverlawreview.org/online-articles/2014/4/11/the-role-of-an-attorney-in-society-a-higher-calling.html>



Staff Communication

File #: Resolution 23-2016, **Version:** 1

Agenda Date: 05/03/2016

Subject:

Resolution approving a contract with Charlier Associate, Inc. for Littleton's Downtown and Littleton Boulevard Streetscape Project

Presented By: Jocelyn Mills, Community Development Director

POLICY QUESTION:

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

BACKGROUND:

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 as the heart of the community, and to enhance the Littleton Boulevard corridor. Specific objectives for the project include:

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

The project will result in recommendations for short term and long term implementation to improve transportation safety (vehicular and pedestrian), accessibility, parking, pedestrian and bicycle opportunities, sidewalk aesthetics and other transportation elements for the downtown streets and along the Littleton Boulevard corridor.

Charlier Associates, Inc. would be retained to assist the city with the project. The contract and scope of work are attached.

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:

In 2015, Civitas was considered for the project. At that time, the focus was on the street improvements and traffic. Upon further evaluation and research, staff is proposing to expand the scope of the project to include visioning, functionality, and technical aspects of the rights of way in downtown and along the Littleton

Boulevard corridor and recommends Charlier Associates due to their expertise in municipal transportation planning.

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 and the Littleton Boulevard corridor.

The project timeframe is seven months.

FISCAL IMPACTS:

The \$200,000 project appropriation is included in Ordinance 02-2016 on proposed second reading tonight.

STAFF RECOMMENDATION:

Based on the expertise and extensive background of Charlier Associates and their team, staff recommends approval of the contract with Charlier Associates, Inc. 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, subject to, and contingent upon, approval of Ordinance 02-2016.

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, INC. FOR THE DOWNTOWN AND**
10 **LITTLETON BOULEVARD STREETScape PROJECT**
11

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

16 **WHEREAS**, the project will include an extensive community and stakeholder
17 involvement processes;
18

19 **WHEREAS**, the project will result in recommendations for both short term and
20 long term implementation steps to address improvements in safety, accessibility, parking,
21 pedestrian and bicycle opportunities, sidewalk aesthetics and other transportation elements
22 to Littleton's Downtown and along Littleton Boulevard;
23

24 **WHEREAS**, the city council and planning board held a joint study session on
25 the streetscape project on February 9, 2016; and
26

27 **WHEREAS**, the city council has determined that it is in the best interest of the
28 city to contract with the firm of Charlier Associates, Inc. for the streetscape project, because
29 of its extensive background in transportation planning in municipal communities;
30

31
32 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
33 **THE CITY OF LITTLETON, COLORADO, THAT:**
34

35 The Professional Services Agreement with Charlier Associates, Inc. for the
36 Downtown and Littleton Boulevard Streetscape project is hereby approved.
37

38 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
39 City Council of the City of Littleton, Colorado, on the 3rd day of May, 2016, at 6:30 p.m. at the
40 Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

41 **ATTEST:**
42
43 _____

44 Wendy Heffner
45 CITY CLERK

Bruce O. Beckman
MAYOR

46
47 APPROVED AS TO FORM:

48
49
50 _____
51 Kristin Schledorn
52 City Attorney

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 cities are alike, and the unique character and fabric of Downtown Littleton historic district and the Littleton Boulevard corridor must be understood and used to guide this project. It will be important to honor the historic fabric and character of Main Street as well as to respect the Mid-Century resources located along Littleton Boulevard. We believe an approach that is sensitive to how people feel about Littleton's unique historic character and at the same time builds an inspiring vision for what Downtown and Littleton Boulevard 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. And, our enthusiasm for and interest in Littleton's historic resources will enable us to develop strategies and techniques to protect and incorporate those resources into concepts for improving and renewing Downtown and Littleton Boulevard. 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. (This includes Historic Littleton Inc. and the Littleton Historic Preservation board.) We will work with staff to use the City's existing website features (LittletonPlans.org) 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.



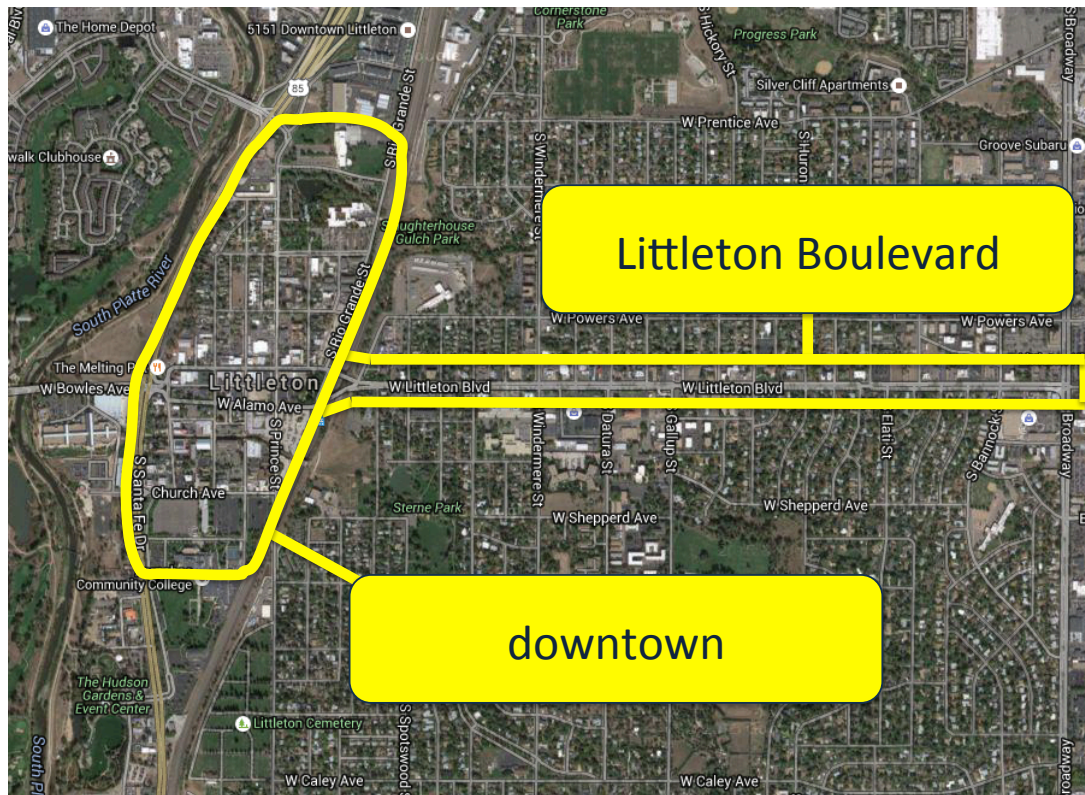
2. Geographic boundaries of this project will be:

“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 the intersection of Prince Street and Santa Fe Drive, 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 .

These areas are shown in the “study areas” map below.

study areas



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 Historic Littleton Inc., Littleton Historic Preservation board, Arapahoe Community College, RTD, CDOT, Arapahoe County, the Downtown Merchants Association, and Littleton Boulevard businesses, property owners and stakeholders.

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 late spring and again on a Thursday and Friday during a busier week of June (2016).

Event 3: parking field counts

- *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 while at the same time celebrating and protecting the unique historic resources of Downtown.

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, while at the same time celebrating and protecting the unique historic mid-century resources found along the corridor.

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.

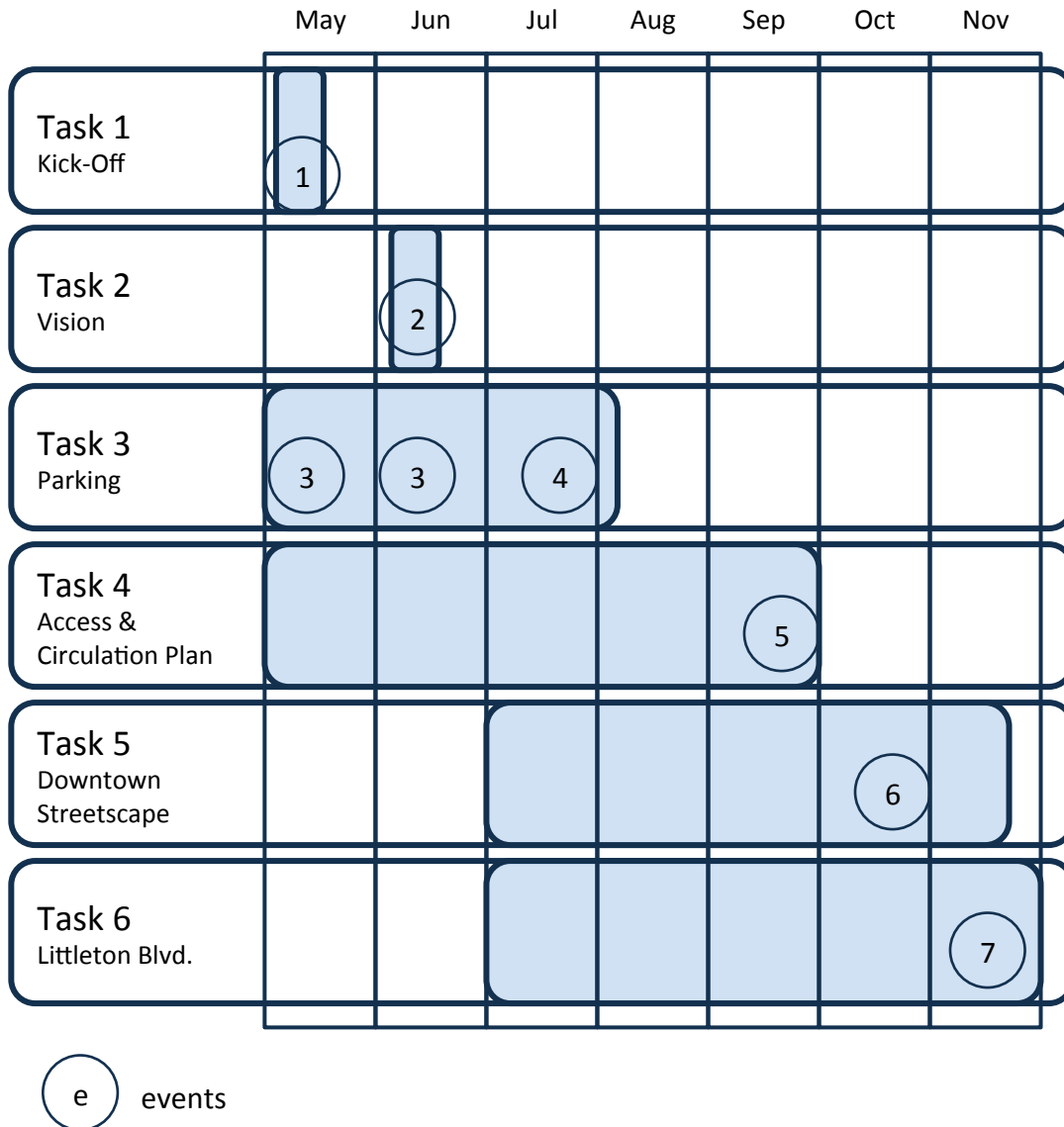
Event 7: Council presentation – design opportunities – Downtown and Littleton Boulevard

Task 6.2 Deliverable:

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



Proposed Project Schedule



Proposed Scope of Services, Schedule and Budget

Downtown Littleton Access and Circulation Plan

April 27, 2016

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;
- take responsibility for attention to historic resources and issues; and,
- guide the streetscape and urban design.

StudioINSITE will:

- lead the Downtown and Littleton Boulevard streetscape design;
- consider need to protect and incorporate historic resources; and,
- develop streetscape design concepts for both Downtown and Littleton Boulevard.

Blue Zones will:

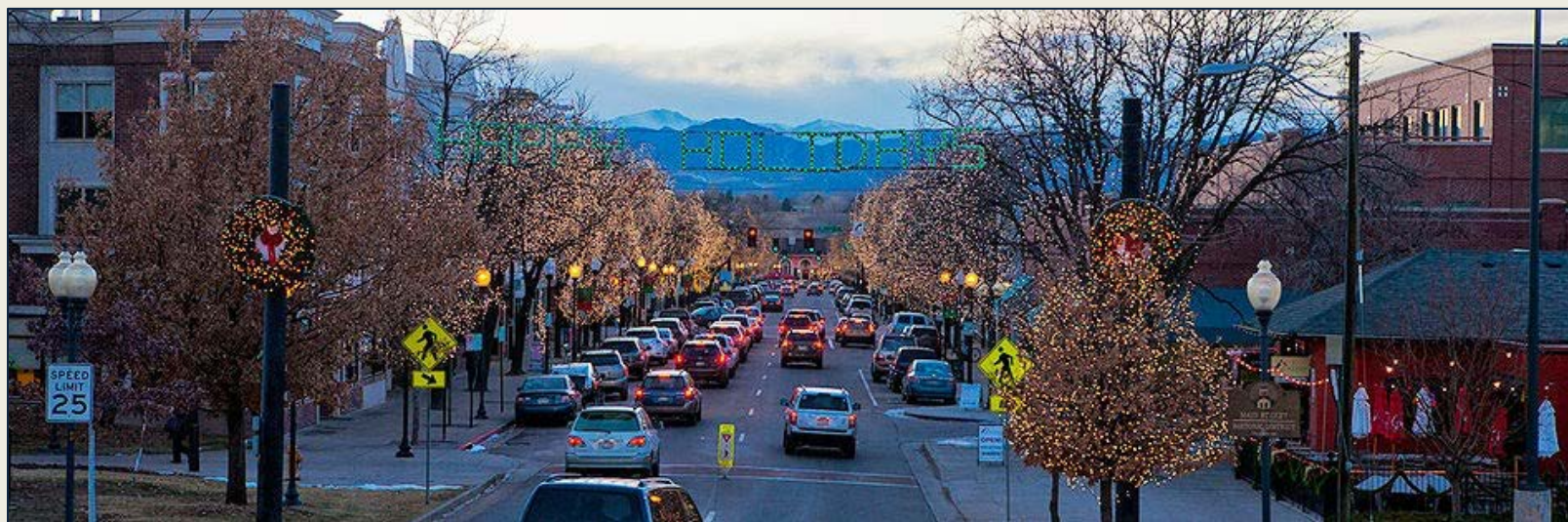
- lead the pedestrian vision workshop; and,
- develop pedestrian recommendations for Downtown.

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





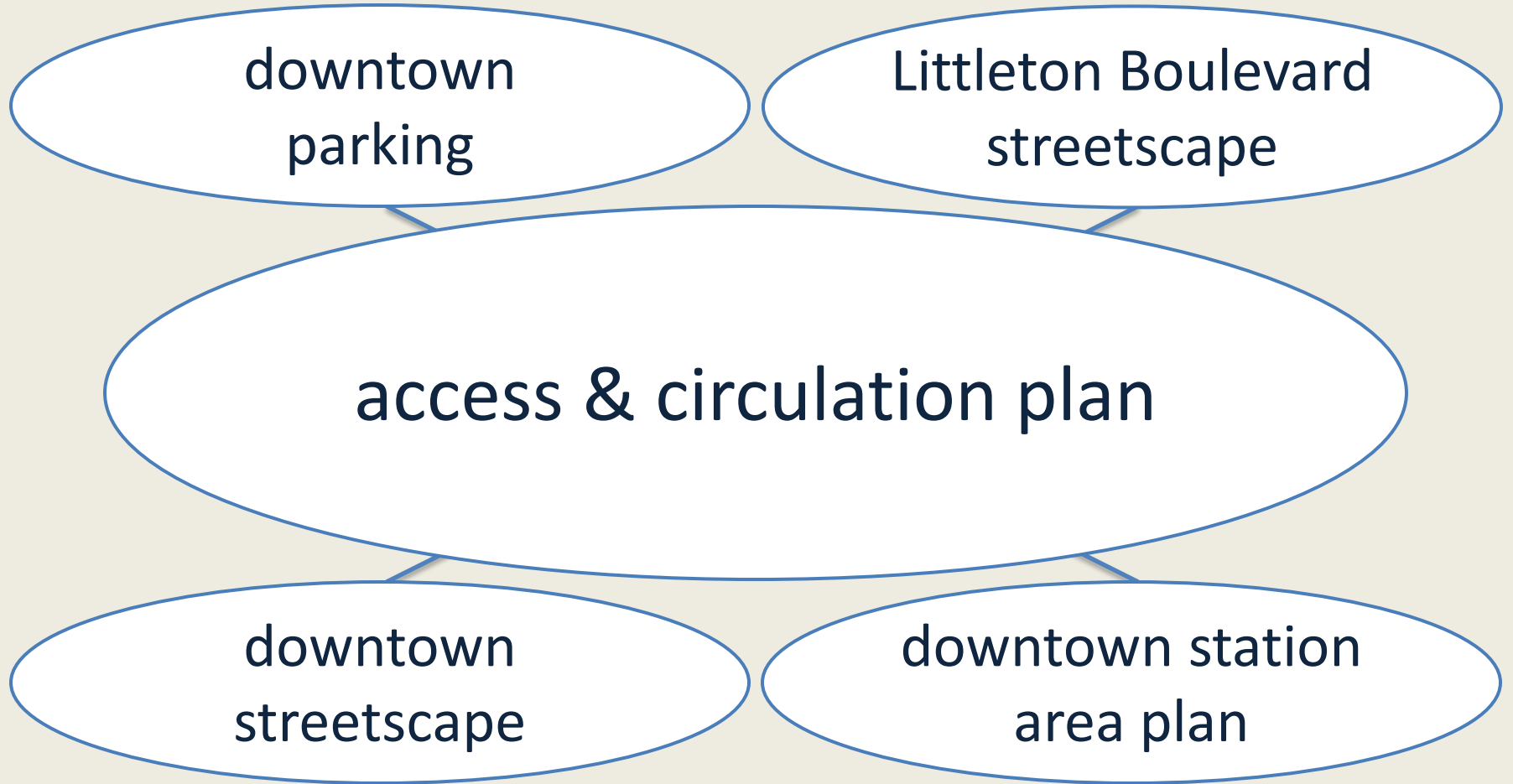
downtown
parking

Littleton Boulevard
streetscape

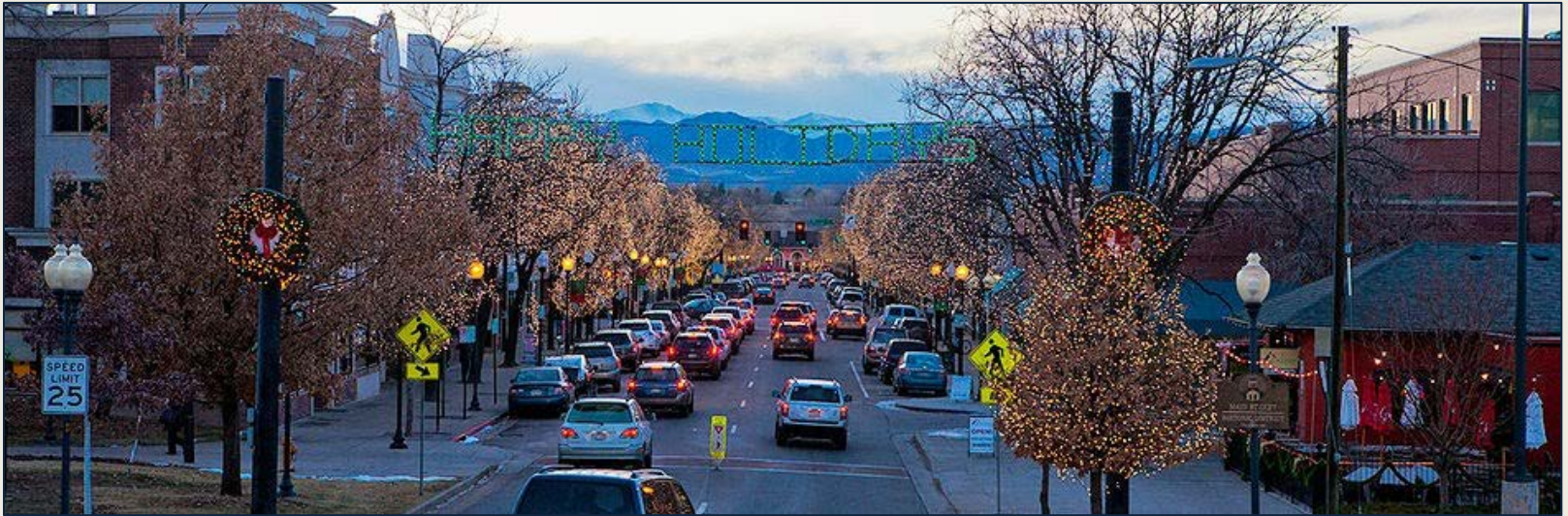
access & circulation plan

downtown
streetscape

downtown station
area plan



Downtown Littleton & Littleton Boulevard



access & circulation plan

key elements – project approach

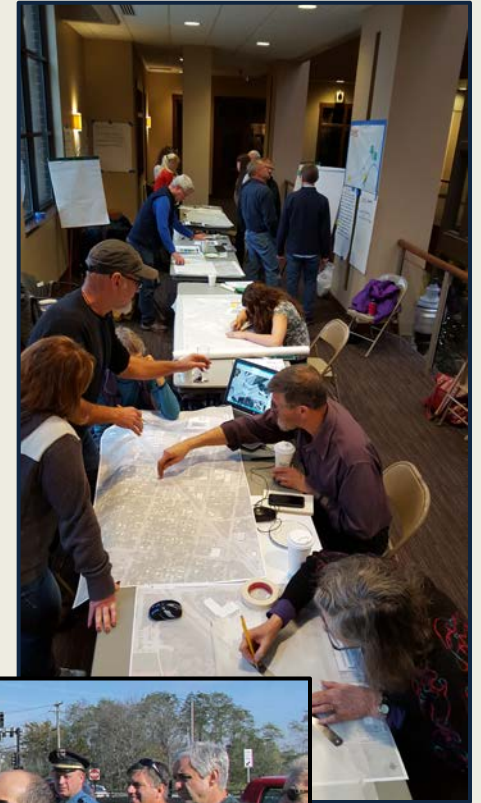
inspiring vision

innovation

transparency

key elements – project approach

inspiring vision



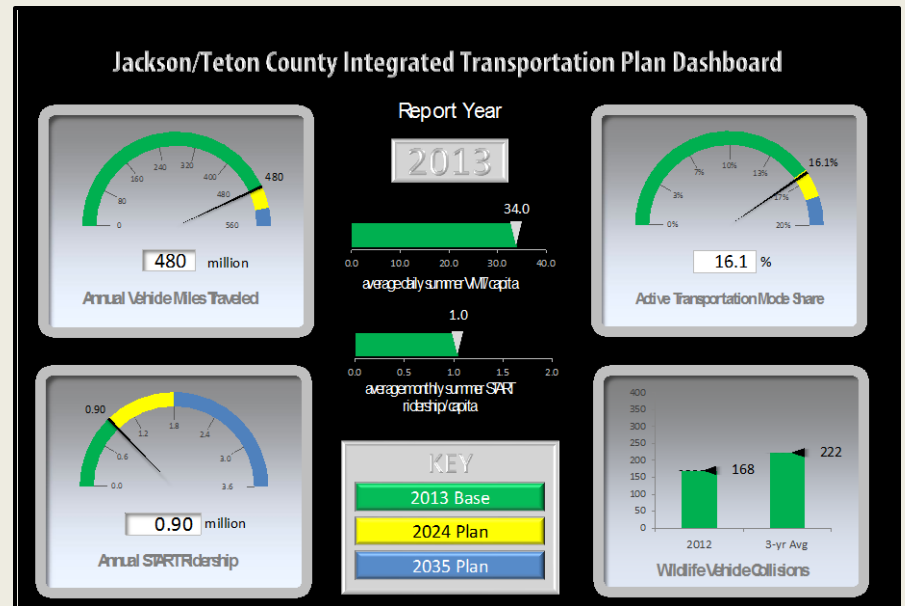
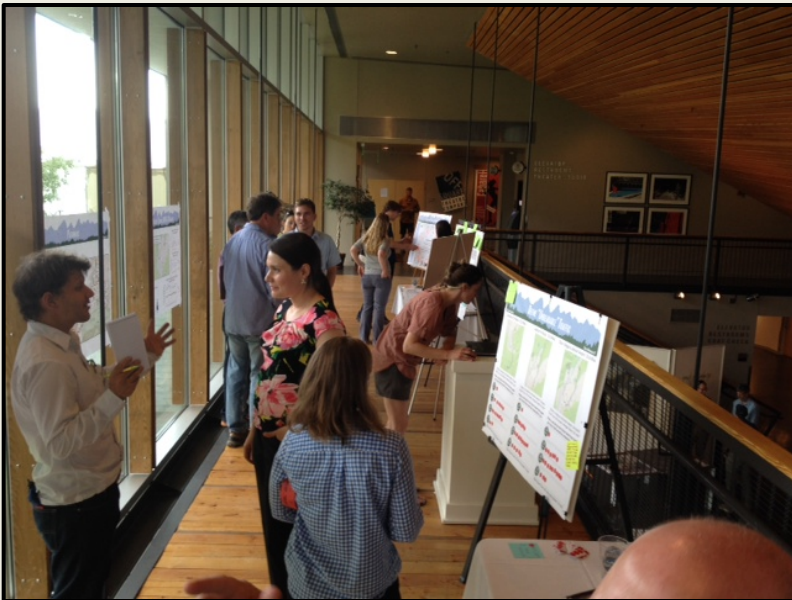
key elements – project approach

innovation

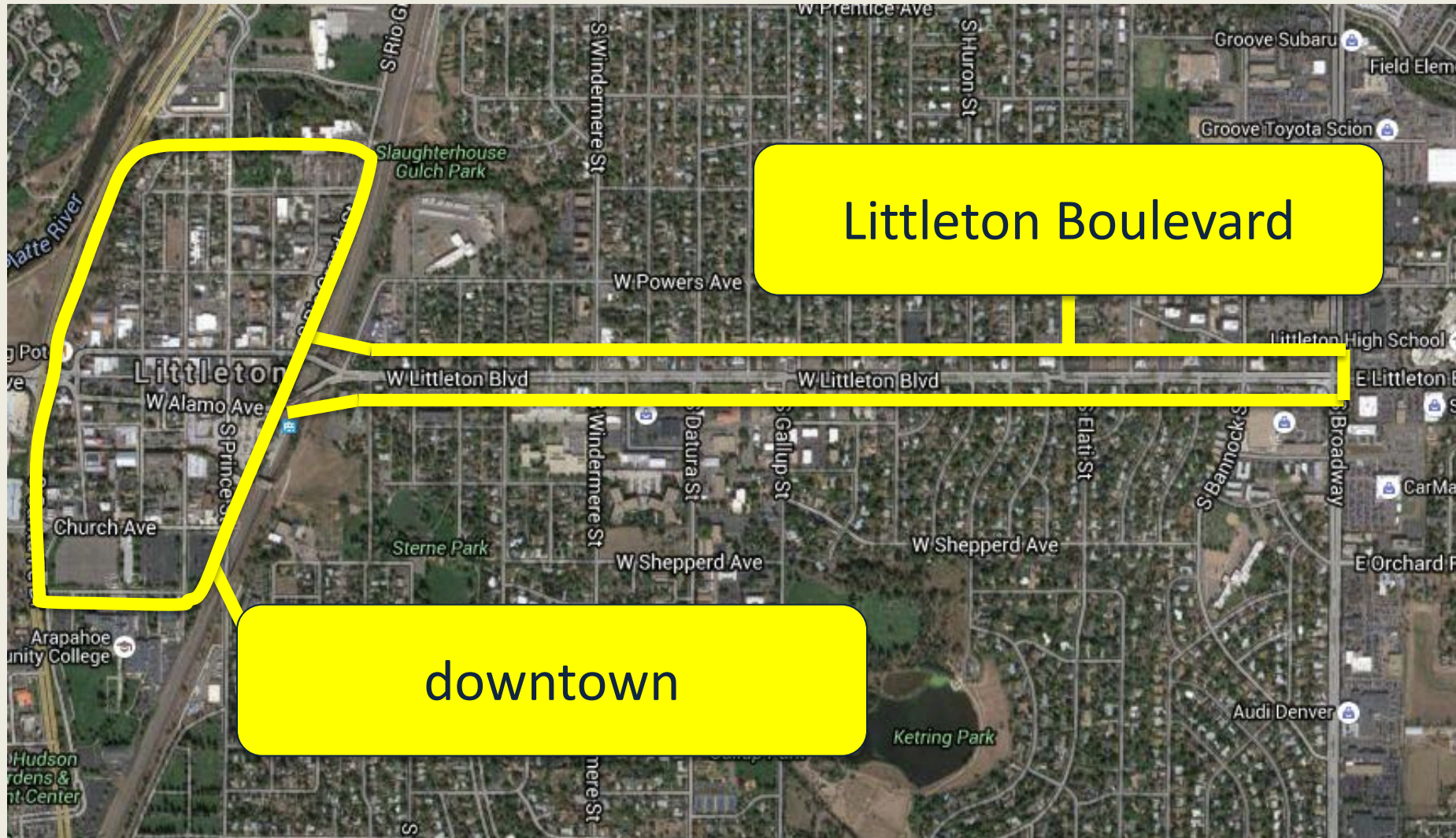


key elements – project approach

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)

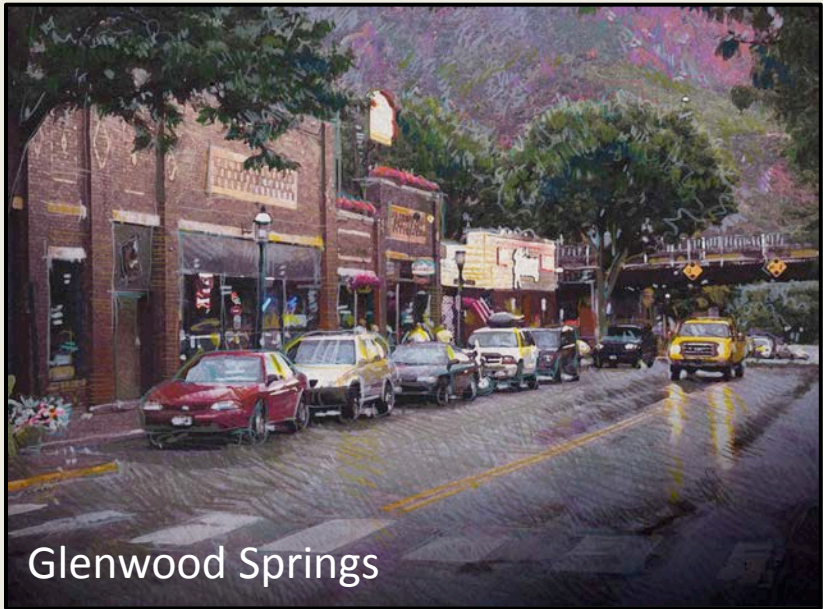
pedestrian vision workshop

Charlier Associates, Inc.

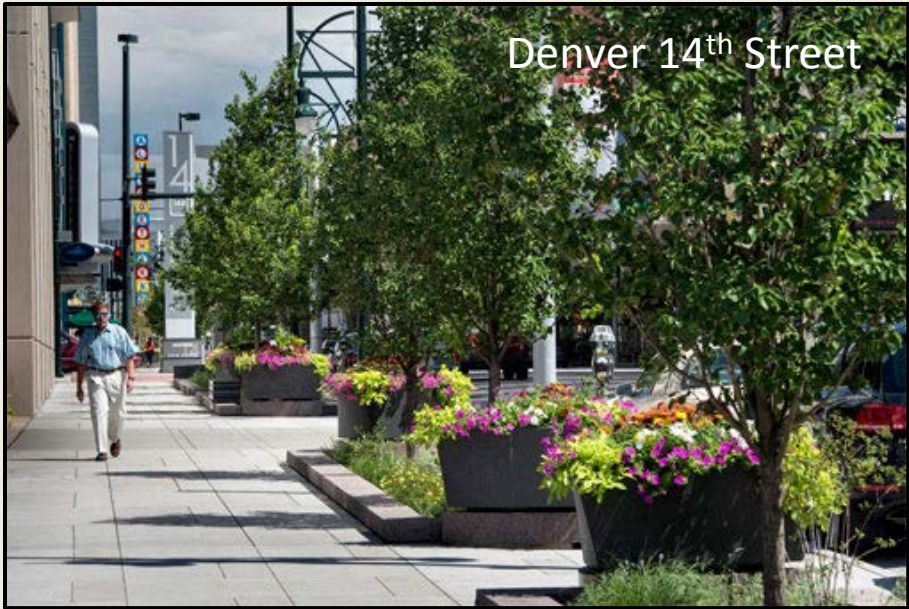




Cherry Creek

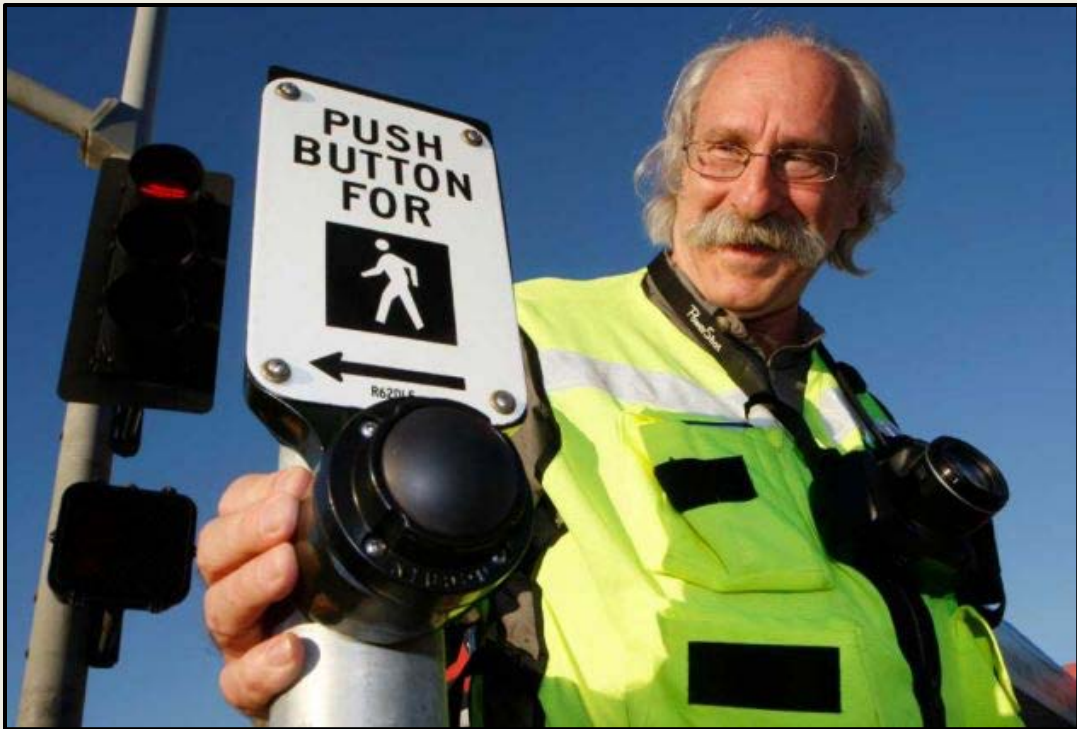


Glenwood Springs



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

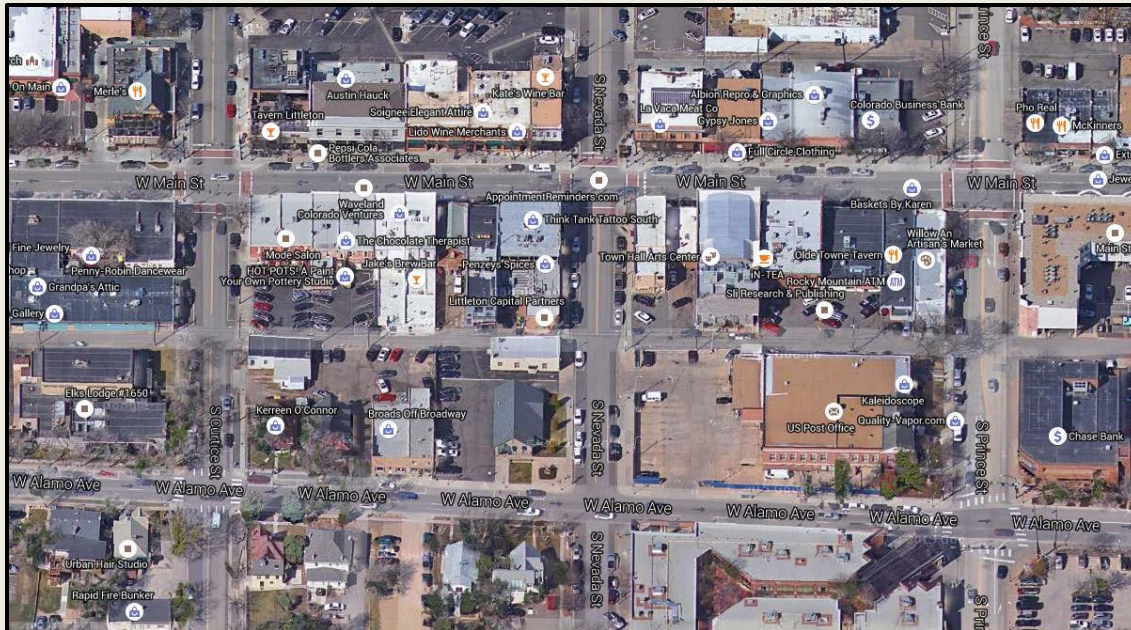
space allocation & alternative design concepts

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

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 _____, 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.



Memorandum

To: Mayor Beckman and City Council
CC: Michael Penny, City Manager
From: Jocelyn Mills, Community Development Director
Date: March 15, 2016 (updated May 3, 2016)
Re: Downtown and Littleton Boulevard Streetscape Project consultant selection

Background: Earlier last year, the firm of Civitas was being considered for assisting the city with the Downtown and Littleton Boulevard Streetscape project. The budget for the project was \$200,000. At that time, the focus was on the street improvements and traffic. Upon further evaluation and research, staff is proposing to shift the scope of the project to include visioning, functionality, technical aspects of the rights of way in downtown and along the Littleton Boulevard corridor.

As a result of taking a comprehensive approach, staff is recommending Charlier Associates, Inc. for the project due to their expertise in the arena of municipal transportation planning. Charlier Associates team also includes StudioINSITE and Blue Zones, and their respective expertise in the fields of design /landscape architecture and urban walkability/mobility. The focus of the project is to establish a roadmap to ensure Littleton's downtown continues to thrive, and to enhance the Littleton Boulevard corridor. The budget for the project remains at \$200,000. Please see Charlier's Team Roles and Qualifications from the April 27, 2016 Scope of Services, Schedule and Budget.

Competitive Bidding: Section 97 of the Littleton City Charter requires competitive bidding for city purchasing of supplies, materials or equipment. This section specifically exempts professional services from the competitive bidding process.

Recommendation: Based on the expertise and extensive background of Charlier Associates and their team, in the field of municipal transportation planning, design/landscape architecture and urban walkability/mobility, it is staff's sole recommendation to use them for this project.



Staff Communication

File #: Ordinance 04-2016, **Version:** 1

Agenda Date: 05/03/2016

Subject:

An ordinance concerning the regulation and licensing of retail marijuana establishments

Presented By: Kristin Schledorn, City Attorney
--

POLICY QUESTION:

Does city council support the regulation and licensing of retail marijuana stores?

BACKGROUND:

On April 6, 2016, city council held a study session to discuss retail marijuana licensing. At that study session, council directed staff to bring forward an ordinance to allow retail marijuana stores in the City of Littleton.

The Colorado Constitution (Article XVIII, Section 16) permits adults over the age of 21 to purchase, use, possess and cultivate limited amounts of marijuana and allows local governments to prohibit retail marijuana establishments, to adopt regulations governing the time, place, manner and number of establishments, and to establish licensing procedures and operating fees.

In July 2014, city council approved Ordinance 13-2014, which prohibits retail marijuana establishments in the city (codified in City Code § 3-21-2).

STAFF ANALYSIS:

There are four types of retail marijuana establishments that may be licensed under Colorado law. This ordinance only allows the licensing of retail marijuana stores, and as proposed, provides that the city's four medical marijuana centers could either: (1) apply for a retail marijuana store license, in addition to its medical marijuana center license; or (2) apply for a retail marijuana store license and surrender its medical marijuana center license.

The number of locations would remain limited to four, and the total combined floor area would remain limited to 2,000 square feet. The regulations concerning security requirements, hours of operation, application process, etc., are the same as, or similar to, those for medical marijuana centers.

There are several areas highlighted for council consideration in the attached ordinance.

1. Dual Licensing. Three alternatives are presented for council consideration:

- Dual operation of a medical marijuana center and a retail marijuana store would only be allowed in the same premises, provided the patrons of both the medical marijuana center and the retail marijuana store are 21 years of age or older (pg. 17, lines 21-33 - yellow highlight);

- Dual operation of a medical marijuana center and retail marijuana store would only be allowed, provided there are separate entrances (council should determine whether a common foyer would be allowed) (pg. 17, lines 35-44 and pg. 18, line 1-5 - green highlight); or
- STAFF RECOMMENDATION: The city would leave the decision of whether to limit the age to 21 years or older, or provide separate entrances, to the licensee (green and yellow highlight combined).

2. Distance Limitations. Two alternatives are presented for council consideration:

- STAFF RECOMMENDATION: New and/or dual licenses must comply with the current distance restrictions (pg. 14, lines 13-15 - blue highlight); or
- Distance requirements are not applicable to the existing locations of any medical marijuana center that elects dual operation or converts to a retail marijuana store license (pg. 14, lines 17-20 - pink highlight).

Staff has posted questions on Open Littleton regarding retail marijuana: one related to location and one related to number of stores. As of April 28, 2016, 62.3% indicated they do not support allowing retail marijuana operations in Littleton (of verified Littleton residents, 59.1% do not support allowing retail). Seventy-eight percent (78%) indicated that the new stores should be required to find a new location that meets the current distance restrictions (nearly 82% for verified Littleton residents). As of April 28th, 235 people had viewed the topic, and the city had received 204 responses, with 110 being from verified Littleton residents.

FISCAL IMPACTS:

Taxes

There is an additional 3% tax on retail marijuana under City Code § 3-22-2. The city will collect its standard 3% retail sales tax, in addition to this voter-approved 3% special retail marijuana tax. The city will also receive a proportionate share of 15% of the 10% special marijuana state sales tax, which is apportioned based on sales taxes collected in the local jurisdiction (e.g., for the month of January 2016, Glendale received \$15,414, Northglenn \$6,646, and Denver \$273,924). Based on data from neighboring cities and the state's marijuana sales tax distributions, these additional annual sales tax revenues are estimated for the city (amounts include the state shared sales taxes):

1. If two current businesses convert to retail, \$231,000
2. If three current businesses convert to retail, \$346,500
3. If all current businesses convert to retail, \$462,000

Operating fees

Under the Retail Marijuana Code, the city is authorized to collect operating fees. Based on input from the clerk's office, police, planning, and finance, staff recommends an annual operating fee of \$2,500 to cover administration, inspection and enforcement costs.

Shared application fees

License applications are submitted to the state licensing authority, and the state then forwards one-half (1/2) of the application fee (\$500 for medical marijuana centers converting to retail stores and \$5,000 for new retail store applications) to the local jurisdiction.

STAFF RECOMMENDATION:

Staff recommends approval as noted above.

PROPOSED MOTION:

I move to approve the ordinance on first reading concerning the regulation and licensing of retail marijuana establishments and to schedule a public hearing on May 17, 2016 at 6:30 p.m. in the council chamber.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 4**

4
5 **Series, 2016**

6 **INTRODUCED BY COUNCILMEMBERS:**

7
8 **AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO,**
9 **CONCERNING THE REGULATION AND LICENSING OF**
10 **RETAIL MARIJUANA ESTABLISHMENTS**

11
12 **WHEREAS**, Amendment 64 was adopted by the voting electorate in Colorado on
13 November 6, 2012;

14
15 **WHEREAS**, Amendment 64, codified in Section 16 of Article XVIII of the
16 Colorado Constitution, permits adults over the age of twenty-one to use, possess, and cultivate
17 limited amounts of marijuana pursuant to the restrictions therein and permits the state and local
18 governments to license and regulate retail marijuana establishments to grow, sell, produce, and
19 test marijuana and marijuana products for consumers;

20
21 **WHEREAS**, the Colorado General Assembly enacted the Colorado Retail
22 Marijuana Code, codified in Article 43.4 of Title 12, C.R.S., to further license and regulate retail
23 marijuana establishments;

24
25 **WHEREAS**, Amendment 64 and the Colorado Retail Marijuana Code allow local
26 governments to regulate the time, place, manner, and number of retail marijuana establishments in
27 their community; and

28
29 **WHEREAS**, in the interest of public safety the city desires all marijuana to be sold
30 by licensed and regulated commercial operators;

31
32 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
33 **THE CITY OF LITTLETON, COLORADO, THAT:**

34
35 **Section 1:** Chapter 21 of Title 3 of the City Code is hereby repealed and replaced
36 with the following:

37
38 Chapter 21. “RETAIL MARIJUANA ESTABLISHMENTS”

- 39
40 3-21-1: Definitions
41 3-21-2: License Required
42 3-21-3: General Licensing Procedures
43 3-21-4: Application for License
44 3-21-5: Investigation of Application
45 3-21-6: Standards for Issuance of License
46 3-21-7: Denial of License

1	3-21-8:	Authority to Impose Conditions on License
2	3-21-9:	Decision by Licensing Authority
3	3-21-10:	Contents of License
4	3-21-11:	License Not Transferable
5	3-21-12:	Notice of Issuance of License
6	3-21-13:	Duration of License; Renewal
7	3-21-14:	Duties of Licensee
8	3-21-15:	Posting of License
9	3-21-16:	Suspension or Revocation of License
10	3-21-17:	Operating Fees
11	3-21-18:	Retail Marijuana Store Requirements and Restrictions
12	3-21-19:	Prohibited Locations
13	3-21-20:	Hours of Operation
14	3-21-21:	Signage
15	3-21-22:	Persons Prohibited As Licensees and Managers
16	3-21-23:	Age Restrictions
17	3-21-24:	Packaging and Limitations on Quantity Sold
18	3-21-25:	Security Requirements
19	3-21-26:	Operating Plans
20	3-21-27:	Provisions Applicable to Existing Medical Marijuana Businesses
21	3-21-28:	Dual Operation
22	3-21-29:	Failure of Licensing Authority to Act
23	3-21-30:	Compliance with State Law
24	3-21-31:	Relation to Colorado Retail Marijuana Code
25	3-21-32:	Marijuana Accessories
26	3-21-33:	Sales Tax License Required
27	3-21-34:	Taxes
28	3-21-35:	No Waiver of Governmental Immunity
29	3-21-36:	No City Liability
30	3-21-37:	Indemnification of City
31	3-21-38:	Other Laws Remain Applicable
32	3-21-39:	Prohibited Facilities
33	3-21-40:	Limitation on Number and Size
34	3-21-41:	Point of Contact for State Licensing Authority

35

36

37

38 3-21-1: **DEFINITIONS.** As used in this chapter, the following words shall have the
 39 following meanings, unless the context clearly requires otherwise:

40

41 AMENDMENT 64: Section 16 of Article XVIII of the Colorado Constitution.

42

43 APPLICANT: A corporation, partnership, association, limited liability company, person or
 44 person(s) over twenty-one (21) years of age who has submitted an application for a license

1 pursuant to this chapter.

2
3 APPLICATION: An application for license submitted pursuant to this chapter.

4
5 CITY: The City of Littleton, Colorado.

6
7 COLORADO RETAIL MARIJUANA CODE: Article 43.4 of Title 12, C.R.S., 1 CCR 212-2, and
8 any rules or regulations promulgated thereunder.

9
10 DAY: A calendar day, unless otherwise noted.

11
12 DISTRIBUTE: To deliver, with or without remuneration.

13
14 GOOD CAUSE: For the purposes of denying a license or renewal under this chapter:

15
16 1. The licensee or applicant has violated, does not meet, or has failed to comply with
17 any of the terms, conditions, or provisions of this chapter or any rule and regulation
18 promulgated pursuant to this chapter or any provision of Colorado Retail Marijuana Code
19 or any rule or regulation promulgated pursuant thereto or any state or federal law or
20 regulation except any federal law that conflicts with Amendment 64; or

21
22 2. The licensee or applicant has failed to comply with any special terms or conditions
23 that were placed on its license at the time the license was issued, or that were placed on its
24 license in prior disciplinary proceedings or that arose in the context of potential disciplinary
25 proceedings; or

26
27 3. The Retail Marijuana Store has been operated in a manner that adversely affects the
28 public health, welfare or safety of the City. Evidence to support such a finding can include,
29 but is not limited to:

30
31 (a) A continuing pattern of offenses against the public peace, as defined in title 6,
32 chapter 4 of this code;

33
34 (b) A continuing pattern of drug related criminal conduct within the licensed
35 premises;

36
37 (c) A continuing pattern of criminal conduct directly related to or arising from the
38 operation of the Retail Marijuana Store;

39
40 (d) A felony associated with the Retail Marijuana Store, or one or more of its
41 owner(s) or manager(s);

42
43 (e) Failure to provide correct information for each person required in section 3-21-
44 4 of this chapter;

(f) Failure to pay sales taxes in full by the deadlines specified by this code.

LICENSE: A license to operate a Retail Marijuana Store issued by the City pursuant to this chapter.

LICENSED PREMISES: The premises specified in an application for a license pursuant to this chapter and the Colorado Retail Marijuana Code which is owned or in legal possession of the licensee and within which the licensee is authorized to sell marijuana in accordance with the provisions of this chapter, Amendment 64, and the Colorado Retail Marijuana Code.

LICENSEE: A person to whom a license has been issued pursuant to this chapter.

LOCAL LICENSING AUTHORITY or AUTHORITY: The City Council appointed board as defined in Title 2, Chapter 10 of this Code.

MARIJUANA: Shall have the same definition as “cannabis” as set forth in section 6-4-1 of this Code.

MARIJUANA ACCESSORIES: Any equipment, products, or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

MEDICAL MARIJUANA CENTER: Shall have the same definition as set forth in section 3-20-1 of this code.

OPERATING FEES: Fees that must be paid by a licensee for the costs of administering and enforcing this chapter.

RETAIL MARIJUANA ESTABLISHMENT: A retail marijuana store, a retail marijuana cultivation facility, a retail marijuana product manufacturing facility, or a retail marijuana testing facility.

RETAIL MARIJUANA STORE: An entity licensed to purchase marijuana from marijuana cultivation facilities and marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers.

RETAIL MARIJUANA CULTIVATION FACILITY: An entity licensed to cultivate, prepare, and package marijuana and sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY: An entity licensed to

1 purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana
2 and marijuana products to other marijuana product manufacturing facilities and to retail marijuana
3 stores, but not to consumers.

4
5 **RETAIL MARIJUANA TESTING FACILITY:** An entity licensed to analyze and certify the safety
6 and potency of marijuana.

7
8 **STATE LICENSING AUTHORITY:** The executive director of the Department of Revenue or the
9 deputy director of the Department of Revenue as set forth in C.R.S. 12-43.4-201.

10
11 **3-21-2: LICENSE REQUIRED.**

12
13 (A) No person shall sell or otherwise distribute for remuneration any marijuana or marijuana
14 products for non-medical use in the City without a valid license issued in accordance with
15 this chapter and the Colorado Retail Marijuana Code.

16
17 (B) This subsection 3-21-2(A) shall not apply to an individual twenty-one (21) years of age or
18 older acting in conformance with Amendment 64.

19
20 (C) Any requirements set forth in this chapter shall be in addition to, and not in lieu of, any
21 other requirements imposed by any State or local law.

22
23 **3-21-3: GENERAL LICENSING PROCEDURES.**

24
25 For the purpose of regulating the commercial offering for sale and sale of marijuana, the Authority
26 in its discretion, upon application in the prescribed form, may issue and grant to the applicant a
27 Retail Marijuana Store License subject to the provisions and restrictions provided in this chapter,
28 Amendment 64 and the Colorado Retail Marijuana Code.

29
30 **3-21-4: APPLICATION FOR LICENSE.**

31
32 (A) A person seeking to obtain a license pursuant to this chapter shall file an application with
33 the city clerk. The form of the application shall be provided by the city clerk.

34
35 (B) A license pursuant to this chapter does not eliminate the need for the licensee to obtain
36 other required City licenses and permits related to the operation of the approved Retail
37 Marijuana Store, including, without limitation:

- 38
39 1. Any required land use approval, if applicable;
40
41 2. A City sales tax license;
42
43 3. A building permit, mechanical permit, plumbing permit, electrical or fire permit.
44

1 (C) An application for a license under this chapter shall contain the following information:
2

3 1. The applicant's name, address, telephone number and social security number;
4

5 2. The street address, and unit number, if applicable, of the proposed Retail Marijuana
6 Store, and a complete description of the site drawn to scale for which the license is being
7 obtained;
8

9 3. If the applicant is not the owner of the proposed location of the Retail Marijuana
10 Store, a notarized statement from the owner of such property authorizing the submission
11 of the application;
12

13 4. A completed set of the applicant's fingerprints;
14

15 5. A statement to be signed by the applicant that the City accepts no legal liability
16 in connection with the approval and subsequent operation of the Retail Marijuana Store;
17

18 6. If the owner is a partnership, association or limited liability company, the names,
19 social security numbers, and addresses of every partner, member and person holding any
20 financial interest in the partnership, association or limited liability company;
21

22 7. If the owner is a corporation, the names, social security numbers, and addresses of
23 every officer or director of the corporation, and person holding any financial interest in the
24 corporation;
25

26 8. Name, social security number, and address of any manager or managers of the
27 Retail Marijuana Store;
28

29 9. A completed set of fingerprints for any person identified in subsections (6) through
30 (8), above;
31

32 10. An acknowledgment from any person identified in subsections (6) through (8),
33 above, that the City will conduct a background investigation as specified in this chapter;
34

35 11. A certified fingerprint based FBI identification record for any person identified in
36 subsections (6) through (8), above;
37

38 12. The applicant(s) must provide a State and City sales tax number to the City at the time
39 of license application;
40

41 13. A statement of whether or not any person identified in subsections (6) through (8),
42 above, has:
43

44 (a) Had a license for a Medical Marijuana Center or Retail Marijuana

Establishment suspended or revoked by the State of Colorado, any other state, or by the local licensing authority in this or any other jurisdiction; and

(b) Been convicted of a felony or has completed any portion of a sentence due to a felony charge within the preceding five (5) years.

14. Any additional document(s) or information reasonably requested by the Authority.

(D) Applications shall be processed by the City in order of receipt of a completed application.

(E) Applications may be amended to change corporate structure, registered manager, change of operation plan or modification of premises by submitting an amendment on a form approved by the city clerk.

3-21-5: **INVESTIGATION OF APPLICATION.**

(A) Upon receipt of a properly completed application, together with all information required in connection therewith, the city clerk shall transmit copies of the application to:

1. The police department;
2. The department of community development; and
3. Any other person or agency which the Authority determines should properly investigate and comment upon the application.

(B) Upon the receipt of a completed application, the police department shall review a fingerprint-based criminal background.

(C) Within sixty (60) days of receipt of a completed application, those City departments and other referral agencies described in subsection (A) of this section shall provide the city clerk with comments concerning the application.

3-21-6: **STANDARDS FOR ISSUANCE OF LICENSE.**

(A) The Authority shall issue a license under this chapter when, after thorough consideration of the application and any comments from City departments or other referral agencies, and from review of such other information as required by this chapter or the Colorado Retail Marijuana Code, the Authority determines that the applicant complies with all of the requirements of this chapter and the Colorado Retail Marijuana Code, including the following:

1. The application, including any required attachments and submissions, is complete

1 and signed by the applicant;

2
3 2. The applicant has paid the operating fee as required by this chapter;

4
5 3. The application does not contain a material falsehood or misrepresentation;

6
7 4. The location of the Retail Marijuana Store is proposed to be located on a
8 premise permitted by this chapter;

9
10 5. The criminal history of the applicant, and any person identified in 3-21-4(C)(6)
11 through (8), does not identify any matters which would disqualify the applicant from
12 holding a license; and

13
14 6. The applicant meets or otherwise will meet all the requirements of this chapter.

15
16 (B) The Authority shall approve or deny a license application no later than ninety (90) days
17 after a complete application and any comments from City departments or other referral
18 agencies are received by the city clerk. The city clerk shall promptly forward notice of the
19 Authority's decision to the State Licensing Authority.

20
21 (C) Prior to the issuance of the license, the Authority shall make a finding and determination
22 as to the good moral character of the applicant in accordance with the standards and
23 procedures set forth in the Colorado Retail Marijuana Code. In so doing, the Authority may
24 incorporate any findings as to good moral character previously made by the State Licensing
25 Authority. If the background investigation is not complete by the time the Authority must
26 approve or deny the license as provided in subsection (B), the Authority may issue a license
27 conditioned on the review of the criminal background investigation.

28
29 3-21-7: **DENIAL OF LICENSE.**

30
31 (A) The Licensing Authority shall deny an application for a license under this chapter, if the
32 Authority determines that the applicant has failed to meet its burden, because:

- 33
34 1. Information contained in the application or supplemental information requested from
35 the applicant is found to be false in any material respect; or
36
37 2. The application fails to meet any of the standards or requirements set forth in the
38 Colorado Retail Marijuana Code or this chapter, including a finding of good cause.

39
40 (B) If an application is denied, the Licensing Authority shall set forth in writing the grounds
41 for denial.

42
43 (C) Upon the denial of a license, the city clerk shall notify the State Licensing Authority and
44 refund the operating fee submitted by the licensee as part of its application.

1
2 3-21-8: **AUTHORITY TO IMPOSE CONDITIONS ON LICENSE.**
3

4 The Authority shall have the authority to impose such reasonable terms and conditions on a license
5 as may be necessary to protect the public health, safety and welfare, and to obtain compliance with
6 the requirements of this chapter and applicable law. If an application is conditionally approved,
7 the Authority shall set forth in writing the conditions of the approval.
8

9 3-21-9: **DECISION BY LICENSING AUTHORITY.**
10

11 (A) Upon receipt of an application for a local license, the Authority shall schedule a public
12 hearing upon the application to be held not less than sixty (60) days after the date of receipt
13 by the city clerk of comments from City departments and referral agencies concerning the
14 application. Notice of the hearing shall be posted and published not less than ten (10) days
15 prior to the hearing. The Authority shall give public notice by the posting of notice in a
16 conspicuous place on the Retail Marijuana Store premises for which application has been
17 made and by publication in a newspaper of general circulation in Arapahoe County,
18 Colorado.
19

20 (B) The Authority shall provide to the applicant findings of any investigation into the
21 application ten days (10) prior to the hearing.
22

23 3-21-10: **CONTENTS OF LICENSE.**
24

25 (A) A license shall contain the following information:
26

- 27 1. The name of the licensee;
- 28
- 29 2. The date of the issuance of the license;
- 30
- 31 3. The address at which the licensee is authorized to operate the Retail Marijuana Store;
- 32
- 33 4. Any special conditions of approval imposed upon the license; and
- 34
- 35 5. The date of the expiration of the license.
36

37 (B) A license must be signed by both the applicant and the chair of the Licensing Authority to
38 be valid.
39

40 3-21-11: **LICENSE NOT TRANSFERABLE.**
41

42 A license is nontransferable and nonassignable. Any attempt to transfer or assign a license voids
43 the license.
44

1 3-20-12: **NOTICE OF ISSUANCE OF LICENSE.**

2
3 Upon the issuance of a license, the city clerk shall notify the State Licensing Authority and send a
4 copy of the license to the City Council and any department designated by the city manager.
5

6 3-21-13: **DURATION OF LICENSE; RENEWAL.**

- 7
8 (A) Any license issued pursuant to this chapter shall be valid for one (1) year from the date
9 of issuance, and may be renewed as provided in this chapter and chapter 2 of this title.
10 Any renewal of the license shall be governed by the standards and procedures set forth
11 in the Colorado Retail Marijuana Code and this title.
12
13 (B) An application for the renewal of an existing license shall be made to the city clerk not
14 less than thirty (30) days prior to the date of expiration. No application for renewal
15 shall be accepted by the city clerk after the date of expiration.
16
17 (C) The applicant shall, at the time of an application to renew a license, not be delinquent
18 on any applicable City fees or taxes.
19
20 (D) All renewal applications must be accompanied by the operating fee in effect at the time
21 the licensee files its application for renewal.
22
23 (E) The Authority may refuse to renew a license for good cause. For purposes of this
24 section the burden shall be upon the City by a preponderance of the evidence to show
25 good cause exists to deny the renewal application.
26
27 (F) Failure of the licensee to renew and keep its State license current and valid shall be
28 grounds for revocation of any license issued pursuant to this chapter.
29

30 3-21-14: **DUTIES OF LICENSEE.**

31
32 It is the duty and obligation of each licensee to do the following:
33

- 34 (A) Comply with all the terms and conditions of the license, and any special conditions on the
35 license.
36
37 (B) Comply with all of the requirements of this chapter.
38
39 (C) Comply with all other applicable City ordinances.
40
41 (D) Comply with all state laws and administrative regulations pertaining to marijuana.
42
43 (E) Comply with all applicable federal laws, rules or regulations, other than a federal law,
44 rule or regulation concerning the possession, sale or distribution of marijuana that

1 conflicts with Amendment 64.

2
3 (F) Take all reasonable steps to discourage and correct conditions that constitute a nuisance
4 in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent
5 properties during business hours, if related to the patrons or operation of the Retail
6 Marijuana Store.

7
8 (G) Permit inspection of its records and operation by the City for the purpose of
9 determining the licensee's compliance with the terms and conditions of the license.

10
11 (H) Ensure that any disposal of marijuana or marijuana infused products is done in accordance
12 with applicable state and local laws.

13
14 3-21-15: **POSTING OF LICENSE.**

15
16 A license shall be posted continuously in a conspicuous public location at the Retail Marijuana
17 Store.

18
19 3-21-16: **SUSPENSION OR REVOCATION OF LICENSE.**

20
21 (A) A license issued pursuant to this chapter may be suspended or revoked by the Licensing
22 Authority for any of the following reasons:

23
24 1. Fraud, misrepresentation, or a false statement of material fact contained in the license
25 application;

26
27 2. A violation of any City, state or federal law or regulation, other than federal law or
28 regulation concerning the production, transportation, possession, sale or distribution of
29 marijuana that conflicts with Amendment 64;

30
31 3. A violation of any of the terms and conditions of the license, including any special
32 conditions of approval imposed upon the license;

33
34 4. A violation of any of the provisions of this chapter;

35
36 5. Cessations of operations at the Retail Marijuana Store for more than thirty (30) days.

37
38 (B) The city clerk shall notify the licensee of the issuance of a show cause order to suspend
39 or revoke the license. Notice shall be given by mailing a copy of the order to the licensee
40 by regular mail, postage prepaid, at the address shown in the license. Notice is deemed to
41 have been properly given upon mailing.

42
43 (C) A hearing shall then be scheduled before the Licensing Authority within forty five (45)
44 days of the notice of the show cause order.

1
2 1. The burden of proof at the hearing shall be on the City;
3

4 2. If the Authority finds by a preponderance of the evidence that the allegations in
5 the show cause order are sustained, the Authority shall issue such order in writing to the
6 licensee within ten (10) days;
7

8 3. Upon a finding sustaining the show cause, the Authority shall have the power to
9 revoke, suspend and/or place additional reasonable conditions on the license.
10

11 (D) In deciding whether a license should be suspended or revoked in accordance with this
12 section, and in deciding what conditions to impose in the event of a suspension, if any, the
13 Authority shall consider the aggravating and mitigating factors in Section 3-2-14 of this
14 title.
15

16 (E) The remedies provided in this section are in addition to any other remedy provided by
17 applicable law.
18

19 3-21-17: **OPERATING FEES.**
20

21 (A) Operating fees, necessary for the administration, regulation, and implementation of this
22 chapter shall be set by the City Council by resolution.
23

24 (B) The amount of fees charged pursuant to this section shall be reviewed by City Council
25 annually and, if necessary, adjusted to reflect the direct and indirect costs incurred by the
26 City in connection with the administration and enforcement of this chapter, including
27 costs of unannounced compliance checks.
28

29 3-21-18: **RETAIL MARIJUANA STORE REQUIREMENTS AND**
30 **RESTRICTIONS.**
31

32 (A) All Retail Marijuana Store licenses shall be issued for a permanent location, which shall
33 be considered the licensed premises. No Retail Marijuana Store shall be permitted to
34 deliver or operate from a moveable, mobile, or transitory location.
35

36 (B) It shall be unlawful for any Retail Marijuana Store to employ any person at a
37 licensed premises who is younger than twenty-one years of age.
38

39 (C) The name and contact information for the owner or owners and any manager of the Retail
40 Marijuana Store shall be conspicuously posted in the facility, together with the name and
41 contact information of any person designated by the owner to be contacted in the event of
42 an emergency.
43

44 (D) No change shall be made to the floor plan of the interior of any licensed premises unless

1 such modification is approved by the Authority and all other appropriate City
2 departments prior to the time the change is made.

3
4 (E) No marijuana shall be smoked, eaten or otherwise consumed or ingested on or within the
5 licensed premises.

6
7 (F) The license issued pursuant to this chapter shall be posted continuously and
8 conspicuously at the licensed premises.

9
10 (G) All Retail Marijuana Stores shall post a sign in a conspicuous location stating:

11
12 IT IS ILLEGAL TO SELL OR TRANSFER MARIJUANA TO ANYONE UNDER THE AGE
13 OF TWENTY-ONE.

14
15 IT IS ILLEGAL TO SEND OR TRANSPORT MARIJUANA TO ANOTHER STATE.

16
17 THE POSSESSION OF MARIJUANA REMAINS A CRIME UNDER FEDERAL LAW.

18
19 3-21-19: **PROHIBITED LOCATIONS.**

20
21 Prior to the issuance of a license for a Retail Marijuana Store, the Licensing Authority shall
22 determine whether the proposed location of the Retail Marijuana Store complies with the
23 requirements of this section. Failure to comply with the requirements of this section shall preclude
24 issuance of a license.

25
26 (A) No Retail Marijuana Store shall be located at the following locations:

27
28 1. Within five hundred feet (500') of a licensed childcare facility;

29
30 2. Within one thousand feet (1,000') of any educational institution or school, college
31 or university, either public or private;

32
33 3. Within one thousand feet (1,000') of any public park, public pool or public or
34 private recreational facility;

35
36 4. Within one thousand feet (1,000') of any halfway house or correctional facility;

37
38 5. Within one thousand feet (1,000') of any other Retail Marijuana Store or Medical
39 Marijuana Center;

40
41 6. Within any building or structure that contains a residential unit.

42
43 (B) The distances described in subsection (A) of this section shall be computed by direct
44 measurement from the nearest property line of the land used for the above purposes to the

1 nearest portion of the building housing the Retail Marijuana Store, using a straight line.

2
3 (C) The suitability of a location for a Retail Marijuana Store shall be determined at the time of
4 the issuance of the first license for such Retail Marijuana Store. The fact that changes in
5 the neighborhood occur after the issuance of the first license might render the site
6 unsuitable for a Retail Marijuana Store under this section shall not be grounds to suspend,
7 revoke or refuse to renew the license for such Retail Marijuana Store so long as the license
8 for the Retail Marijuana Store remains in effect.

9
10 (D) It shall be unlawful for any person to test, cultivate, produce, manufacture, distribute,
11 transmit, or sell marijuana as a home occupation.

12
13 (E) Any licensee licensed prior to adoption of this chapter as a Medical Marijuana Center must
14 comply with the distance limitations in this section upon conversion to a Retail Marijuana
15 Store license or to operate a dual marijuana business operation.

16
17 (E) The existing location of any Medical Marijuana Center licensed prior to the adoption of
18 this chapter shall not be required to comply with the distance limitations in this section
19 upon conversion to a Retail Marijuana Store license or to operate a dual marijuana business
20 operation.

21
22 3-21-20: **HOURS OF OPERATION.**

23
24 A Retail Marijuana Store may open no earlier than nine o'clock (9:00) A.M. and shall close no
25 later than seven o'clock (7:00) P.M. the same day. A Retail Marijuana Store may be open seven
26 (7) days a week.

27
28 3-21-21: **SIGNAGE.**

29
30 All signage for a Retail Marijuana Store shall comply with the requirements of this code. In
31 addition, no licensee shall display a sign for a Retail Marijuana Store that contains the word
32 "marijuana", "cannabis", or any other word or phrase commonly understood to refer to marijuana
33 or a graphic/image of any portion of a marijuana plant, or paraphernalia associated with marijuana
34 use.

35
36 3-21-22: **PERSONS PROHIBITED AS LICENSEES AND MANAGERS.**

37
38 No license provided by this chapter shall be issued to or held by:

39
40 (A) Any person who, in the immediately preceding twelve (12) months had a Medical
41 Marijuana Center license or Retail Marijuana Establishment license revoked or suspended
42 by the State of Colorado, any other state, or by the local licensing authority in this or any
43 other jurisdiction.
44

1 (B) Any person who has been convicted of a felony or has completed any portion of a felony
2 sentence within the preceding five (5) years.

3
4 (C) Any person of bad moral character as defined by the Colorado Retail Marijuana Code.
5

6 **3-21-23: AGE RESTRICTIONS.**
7

8 No person under the age of twenty-one (21) shall be allowed in any portion of a Retail Marijuana
9 Store. The entrance to a Retail Marijuana Store shall be clearly and legibly posted with the
10 following notice: "You must be twenty-one (21) years of age or older to enter this premises."
11

12 **3-21-24: PACKAGING AND LIMITATIONS ON QUANTITY SOLD.**
13

14 A Retail Marijuana Store may not sell more than one (1) ounce of marijuana or equivalent of a
15 marijuana product per Colorado resident per day, or one-quarter (1/4) ounce of marijuana or
16 equivalent of a marijuana product per non-Colorado resident per day. All marijuana sold or
17 otherwise distributed shall be in a sealed container. Such packaging shall have a label that indicates
18 the quantity and advises the purchaser that the marijuana is intended for use solely by the
19 purchaser, and that any resale to any third person or redistribution to any person under the age of
20 twenty-one (21) is a criminal violation.
21

22 **3-21-25: SECURITY REQUIREMENTS.**
23

24 A licensee shall provide adequate security on the premises of a Retail Marijuana Store including,
25 but not limited to, the following:
26

27 (A) Surveillance: Security surveillance cameras installed to monitor each entrance to the
28 Retail Marijuana Store along with the interior and exterior of the premises to
29 discourage and to facilitate the reporting and investigation of criminal acts and nuisance
30 activities occurring at the premises. The licensed premises shall be monitored and
31 secured twenty-four (24) hours a day including, at a minimum, the following security
32 measures:
33

34 1. Installation and use of security cameras to monitor all areas of the licensed
35 premises where persons may gain or attempt to gain access to marijuana, marijuana
36 products, or monies maintained by the Retail Marijuana Store;
37

38 2. Security video shall be preserved for at least ninety (90) days by the licensee, and be
39 made available to law enforcement officers upon demand;
40

41 3. Installation of a monitored user alarm system compliant with the Colorado Retail
42 Marijuana Code and any other applicable State regulations;
43

44 4. Robbery and burglary alarm systems that are professionally installed, monitored

1 and maintained in good working condition.

- 2
- 3 (B) Inventory: All salable inventory of marijuana must be kept and stored in a secured,
4 locked manner until removed at the time of sale.
- 5
- 6 (C) Safe: A locking safe or secure vault permanently affixed or built into the premises to
7 store any currency or other items of value on site.
- 8
- 9 (D) Lighting: Exterior lighting that illuminates the exterior walls of the business, provided
10 such illumination is physically possible.
- 11
- 12 (E) Emergency Contact: A licensee shall provide the chief of police with the name and
13 number of an onsite staff person to whom the City may provide notice of any operating
14 problems associated with the Retail Marijuana Store.

15

16 3-21-26: **OPERATING PLANS.**

17

18 In connection with the license application, the applicant shall provide a detailed operations plan
19 and, upon issuance of a license, shall operate the Retail Marijuana Store in accordance with the
20 plan. Such plan shall include:

- 21
- 22 (A) Floor Plan: A plan showing the layout of the Retail Marijuana Store and the
23 principal uses of the floor area depicted. The primary entrance of any stand-alone facility
24 shall be located and maintained clear of barriers, landscaping and similar obstructions so
25 that it is clearly visible from public streets, sidewalks or site driveways.
- 26
- 27 (B) Storage: A Retail Marijuana Store shall provide a storage plan in compliance with section
28 3-21-25 of this chapter.
- 29
- 30 (C) Security Plans: A Retail Marijuana Store shall provide a security plan in compliance with
31 section 3-21-25 of this chapter.
- 32
- 33 (D) Lighting Plan: A Retail Marijuana Store shall provide a lighting plan in accordance with
34 this code. Such plan shall also include any mitigation controls to lessen adverse impacts to
35 the surrounding properties.
- 36
- 37 (E) Odor Controls: A Retail Marijuana Store shall provide a plan for the mitigation and control
38 of odors and other environmental impacts which may emanate from the Retail Marijuana
39 Store. Such plan shall describe the ventilation system for the premises.
- 40
- 41 (F) Product and Service Description: A description of the products and services to be
42 provided by the Retail Marijuana Store.

43

44 3-21-27: **PROVISIONS APPLICABLE TO EXISTING MEDICAL MARIJUANA**

1 **CENTERS.**

2
3 A Medical Marijuana Center licensee in good standing with the City qualified to receive a State
4 license may either apply for a Retail Marijuana Store license in addition to its Medical Marijuana
5 Center license or apply for a Retail Marijuana Store license and surrender its Medical Marijuana
6 Center license when the Retail Marijuana Store license is issued. Any licensee who wishes to
7 apply for an additional Retail Marijuana Store license or convert its Medical Marijuana Center
8 license to a Retail Marijuana Store license must complete the application and approval process and
9 otherwise meet the requirements of the Colorado Retail Marijuana Code and this chapter, **including**
10 **but not limited to the location prohibitions contained in section 3-21-19.**

11
12 3-21-28: **DUAL OPERATION.**

13
14 (A) A person who holds both a license to operate a Medical Marijuana Center and a license
15 to operate a Retail Marijuana Store may operate both licenses in the same premises
16 provided the licensee meets the requirements of the Colorado Retail Marijuana Code
17 and this chapter, including but not limited to the location prohibitions in section 3-21-
18 19. For any Retail Marijuana Store that is located in the same premises as a Medical
19 Marijuana Center, the licenses for both must be held by the same licensee.

20
21 (B) A Medical Marijuana Center that does not authorize patients under the age of twenty-
22 one (21) years to be on the premises may hold a Retail Marijuana Store license and
23 operate a dual operation retail business at a shared licensed premises and may share the
24 same entrances and exits, subject to the following:

- 25
26 1. The Medical Marijuana Center must post signage clearly conveying that persons under
27 twenty-one (21) years of age may not enter the establishment.
28 2. Medical marijuana and retail marijuana and medical marijuana-infused products and
29 retail marijuana products must be displayed separately on the same sale floor.
30 3. Record keeping for the business operations of both must enable the State Licensing
31 Authority and Local Licensing Authority to clearly distinguish the inventories and
32 business transactions of medical marijuana and medical marijuana-infused products
33 from retail marijuana and retail marijuana products.

34
35 (C) A Medical Marijuana Center that does authorize patients under the age of twenty-one
36 (21) years to be on the premises may hold a Retail Marijuana Store license and operate
37 a dual operation retail business at a shared licensed premises, subject to the following:

- 38
39 1. The Retail Marijuana Store licensee must post signage clearly conveying that persons
40 under twenty-one (21) years of age may not enter the area that contains the Retail
41 Marijuana Store.
42 2. The Medical Marijuana Center and the Retail Marijuana Store but must have separate
43 entrances and exits, and medical marijuana and retail marijuana goods and products
44 must be separately displayed and sold. [A common foyer shall be permitted.]

- 1 3. Record keeping for the business operations of both must enable the Local Licensing
2 Authority and State Licensing Authority to clearly distinguish the inventories and
3 business transaction of medical marijuana and medical marijuana-infused products
4 from retail marijuana and retail marijuana products.
5

6 3-21-29: **FAILURE OF STATE LICENSING AUTHORITY TO ACT.**
7

8 The City shall not issue any license to a Retail Marijuana Store should the State Licensing
9 Authority fail to take action on the license application within 90 days.
10

11 3-21-30: **COMPLIANCE WITH STATE LAW.**
12

13 (A) To the extent the State has adopted or adopts in the future any additional or stricter laws or
14 regulations governing the sale or distribution of marijuana, the additional or stricter
15 regulations shall control the establishment or operation of any Retail Marijuana Store in
16 the City. Compliance with any applicable State law or regulation shall be deemed an
17 additional requirement for issuance or denial of any license under this chapter, and
18 noncompliance with any applicable State law or regulation shall be grounds for revocation
19 or suspension of any license issued hereunder.
20

21 (B) Any Retail Marijuana Store licensed pursuant to this chapter may be required to
22 demonstrate, upon demand by the Authority or by law enforcement officers that the
23 source and quantity of any marijuana found upon the licensed premises is in full
24 compliance with any applicable State law or regulation.
25

26 3-21-31: **RELATION TO COLORADO RETAIL MARIJUANA CODE.**
27

28 Except as otherwise specifically provided herein, this chapter incorporates the requirements and
29 procedures set forth in the Colorado Retail Marijuana Code. In the event of any conflict between
30 the provisions of this chapter and the provisions of the Colorado Retail Marijuana Code, the more
31 restrictive provision shall control.
32

33 3-21-32: **MARIJUANA ACCESSORIES.**
34

35 Any person twenty-one (21) years of age or older is hereby authorized to manufacture, possess,
36 distribute, sell or purchase marijuana accessories in conformance with Amendment 64.
37

38 3-21-33: **SALES TAX LICENSE REQUIRED.**
39

40 At all times while a license is in effect the licensee shall possess a valid sales tax license issued
41 under this code.
42

43 3-21-34: **TAXES.**
44

1 Each licensee shall pay sales tax on all marijuana, marijuana accessories and other tangible
2 personal property sold by the licensee in accordance with the City code.

3
4 3-21-35: **NO WAIVER OF GOVERNMENTAL IMMUNITY.**

5
6 In adopting this chapter the City Council is relying on and does not waive or intend to waive any
7 provision of this chapter, the monetary limitations or any other rights, immunities and protections
8 provided by the Colorado governmental immunity act, section 24-10-101 et seq., Colorado
9 Revised Statutes, as from time to time amended, or any other limitation, right, immunity, or
10 protection otherwise available to the City, its officers or its employees.

11
12 3-21-36: **NO CITY LIABILITY.**

13
14 By accepting a license issued pursuant to this chapter, a licensee releases the City, its officers,
15 elected and appointed officials, employees, attorneys and agents from any liability for injuries,
16 damages or liabilities of any kind that result from any arrest or prosecution of Retail Marijuana
17 Store owners, officers, operators, employees, clients or customers for a violation of City, state or
18 federal laws, rules or regulations. The City may require a licensee to execute a written instrument
19 confirming the provisions of this chapter.

20
21 3-21-37: **INDEMNIFICATION OF CITY.**

22
23 By accepting a license issued pursuant to this chapter a licensee, jointly and severally, if more than
24 one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys,
25 agents, insurers, and self-insurance pool against all liability, claims and demands, on account of
26 injury, loss or damage, including, without limitation, claims arising from bodily injury, personal
27 injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever,
28 which arise out of or are in any manner connected with the operation of the Retail Marijuana Store
29 that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and
30 to provide defense for and defend against, any such liability, claims, or demands at its expense,
31 and to bear all other costs and expenses related thereto, including court costs and attorney fees.
32 The City may require a licensee to execute a written instrument confirming the provisions of this
33 chapter.

34
35 3-21-38: **OTHER LAWS REMAIN APPLICABLE.**

36
37 The provisions of this chapter do not protect licensees, operators, employees, customers and clients
38 of a permitted Retail Marijuana Store from prosecution pursuant to any laws that may prohibit
39 sales, use or possession of controlled substances. In addition, as of the date of the adoption of this
40 chapter the sale, possession, distribution and use of marijuana remain violations of federal law,
41 and this chapter affords no protection against prosecution under such federal laws. Licensees,
42 operators, employees, customers and clients of a permitted Retail Marijuana Store assume any and
43 all risk and any and all liability arising or resulting from the operation of the Retail Marijuana
44 Store under any City, state or federal law. Further, to the greatest extent permitted by law, any

actions taken under the provisions of this chapter by any public officer or officers, elected or appointed officials, employees, attorneys and agents of the City shall not become a personal liability of such person of the City.

3-21-39: PROHIBITED FACILITIES.

Retail Marijuana Cultivation Facilities, Retail Marijuana Testing Facilities and Retail Marijuana Product Manufacturing Facilities are prohibited uses in any zone district in the City.

3-21-40: LIMITATION ON NUMBER AND SIZE.

(A) Collectively, there shall be no more than four (4) Medical Marijuana Centers, Retail Marijuana Stores, or combined Retail Marijuana Stores and Medical Marijuana Centers licensed in the City. A licensee who holds both a license to operate a Medical Marijuana Center and a license to operate a Retail Marijuana Store may operate both licenses in the same premises and those premises shall count as one (1) establishment for the purposes of this section.

(B) All premises for Retail Marijuana Stores or combined Retail Marijuana Stores and Medical Marijuana Centers shall be limited to a floor plan of two thousand (2,000) square feet total.

3-21-41: POINT OF CONTACT FOR STATE LICENSING AUTHORITY.

The city clerk shall be the primary point of contact for the State Licensing Authority on matters related to licenses issued pursuant to this chapter.

Section 2: Section 2-10-1 of the City Code shall be amended as follows:

2-10-1: POWERS AND DUTIES:

(A) The licensing authority, hereinafter in this chapter referred to as the "authority", shall have such powers and duties as conferred to the local liquor licensing authority by articles 46, 47, and 48 of title 12, Colorado Revised Statutes, and any regulations adopted pursuant thereto and shall have such powers and duties as may be conferred to it by Amendment 20, AMENDMENT 64, THE COLORADO RETAIL MARIJUANA CODE, and the administrative regulations issued by the Colorado department of public health and environment found at 5 CCR 1006-2, all as amended from time to time; ~~and~~

(B) The authority shall have the power to conduct public hearings in accordance with title 3, chapter 2 of this code, related to the licensing of medical marijuana centers and all other powers and duties as conferred by title 3, chapter 20 of this code and any regulations adopted pursuant thereto; AND

(C) THE AUTHORITY SHALL HAVE THE POWER TO CONDUCT PUBLIC HEARINGS IN

1 ACCORDANCE WITH TITLE 3, CHAPTER 2 OF THIS CODE, RELATED TO THE
2 LICENSING OF RETAIL MARIJUANA STORES AND ALL OTHER POWERS AND DUTIES
3 AS CONFERRED BY TITLE 3, CHAPTER 21 OF THIS CODE AND ANY REGULATIONS
4 ADOPTED PURSUANT THERETO.

5
6 **Section 3:** Section 2-10-2 of the City Code shall be amended as follows:

7
8 2-10-2: COMPOSITION OF AUTHORITY:

9
10 The authority shall consist of five (5) members and two (2) alternate members. No person shall
11 serve as a member of the authority who shall have any interest in the operation of a medical
12 marijuana center, a medical marijuana grow facility, A RETAIL MARIJUANA
13 ESTABLISHMENT, a liquor establishment or in one serving fermented malt beverages or who
14 has a member of his or her immediate family who has such an interest. For purposes of this section,
15 "immediate family" shall mean one's parents, children, brothers, sisters, spouse or the parents,
16 children, brothers or sisters of one's spouse.

17
18 **Section 4:** Section 3-2-16 of the City Code shall be amended as follows:

19
20 3-2-16: LICENSE RENEWAL PROCEDURES:

21
22 (A) The city clerk's office shall review and forward any medical marijuana CENTER, RETAIL
23 MARIJUANA STORE or liquor license renewal application to the chairperson of the authority.
24 The renewal application shall be accompanied by a police report containing information, if any, as
25 to alleged violations of the Colorado liquor or beer codes, THE COLORADO MEDICAL
26 MARIJUANA OR RETAIL MARIJUANA CODES, ~~or~~ amendment 20 OR AMENDMENT 64 of
27 the Colorado constitution and of this code by the licensee or any of his or her employees.

28
29 (B) The chairperson of the authority, or in his or her absence the vice chairperson, is hereby
30 authorized to grant liquor or beer or medical marijuana center OR RETAIL MARIJUANA STORE
31 license renewals as provided herein. All applications for renewal shall initially come before the
32 chairperson and may be approved by him or her so long as all applicable fees have been paid, all
33 required procedures have been complied with, and no information regarding alleged violations of
34 the Colorado liquor and beer codes, THE MEDICAL MARIJUANA OR RETAIL MARIJUANA
35 CODES, ~~or~~ amendment 20 OR AMENDMENT 64 of the Colorado constitution or violations of
36 this code have been referred to him or her by the police department or otherwise.

37
38 (C) In all instances where alleged violations of the Colorado liquor or beer codes, THE
39 COLORADO MEDICAL MARIJUANA OR RETAIL MARIJUANA CODES, ~~or~~ amendment 20
40 OR AMENDMENT 64 of the Colorado constitution or this code have been referred to the
41 chairperson of the authority, approval of the requested renewal shall not be granted by him or her
42 and the application for renewal shall come before the authority and shall be processed in
43 accordance with the provisions of state law and this code
44

1 **Section 5:** Section 3-20-35 of the City Code shall be amended as follows:

2
3 3-20-35: LIMITATION ON NUMBER AND SIZE.

4
5 ~~There shall be no more than four (4) centers licensed in the city.~~ COLLECTIVELY, THERE
6 SHALL BE NO MORE THAN FOUR (4) MEDICAL MARIJUANA CENTERS, RETAIL
7 MARIJUANA STORES, OR COMBINED RETAIL MARIJUANA STORES AND MEDICAL
8 MARIJUANA CENTERS LICENSED IN THE CITY. A LICENSEE WHO HOLDS BOTH A
9 LICENSE TO OPERATE A MEDICAL MARIJUANA CENTER AND A LICENSE TO
10 OPERATE A RETAIL MARIJUANA STORE MAY OPERATE BOTH LICENSES IN THE
11 SAME PREMISES AND THOSE PREMISES SHALL COUNT AS ONE ESTABLISHMENT
12 FOR THE PURPOSES OF THIS SECTION. MEDICAL MARIJUANA Centers AND
13 COMBINED RETAIL MARIJUANA STORES AND MEDICAL MARIJUANA CENTERS shall
14 be limited to a floor plan of two thousand (2,000) square feet TOTAL.

15
16 Any licensee previously licensed as a medical marijuana dispensary shall be exempt from the
17 distance limitations in subsection 3-20-17(A) of this chapter, PROVIDED HOWEVER, ANY
18 SUCH LICENSEE THAT EITHER APPLIES FOR A RETAIL MARIJUANA STORE LICENSE
19 IN ADDITION TO ITS MEDICAL MARIJUANA CENTER LICENSE OR APPLIES FOR A
20 RETAIL MARIJUANA STORE LICENSE AND SURRENDERS ITS MEDICAL MARIJUANA
21 CENTER LICENSE WHEN THE RETAIL MARIJUANA STORE LICENSE IS ISSUED MUST
22 MEET THE REQUIREMENTS OF THE COLORADO RETAIL MARIJUANA CODE AND
23 CHAPTER 21 OF THIS TITLE, INCLUDING BUT NOT LIMITED TO THE LOCATION
24 PROHIBITIONS CONTAINED IN SECTION 3-21-19. ~~Medical marijuana dispensary licenses~~
25 ~~issued prior to June 30, 2010, shall be reissued as medical marijuana center licenses upon a finding~~
26 ~~by the licensing authority of compliance with all the requirements of this section. Such finding of~~
27 ~~approval or denial shall be made within sixty (60) days of the effective date hereof.~~

28
29 **Section 6:** Severability. If any part, section, subsection, sentence, clause or phrase
30 of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of
31 the remaining sections of this ordinance. The City Council hereby declares that it would have
32 passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof,
33 irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases
34 may be declared invalid.

35
36 **Section 7:** Repealer. All ordinances or resolutions, or parts thereof, in conflict
37 with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer
38 clauses of such ordinance nor revive any ordinance thereby.

39
40
41 INTRODUCED AS A BILL at a regularly scheduled meeting of the city council
42 of the City of Littleton on the ____ day of _____, 2016, passed on first reading by a vote of

1 ___ FOR and ___ AGAINST; and ordered published by posting at Littleton Center, Bemis
2 Library, the Municipal Courthouse and on the City of Littleton Website.

3 PUBLIC HEARING on the Ordinance to take place on the ___ day of
4 _____, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue,
5 Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

6
7 PASSED on second and final reading, following public hearing, by a vote of _____FOR
8 and _____ AGAINST on the ___ day of _____, 2016 and ordered published by
9 posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton
10 Website.

11 ATTEST:

12 _____
13 Wendy Heffner
14 CITY CLERK












Bruce Beckman
MAYOR

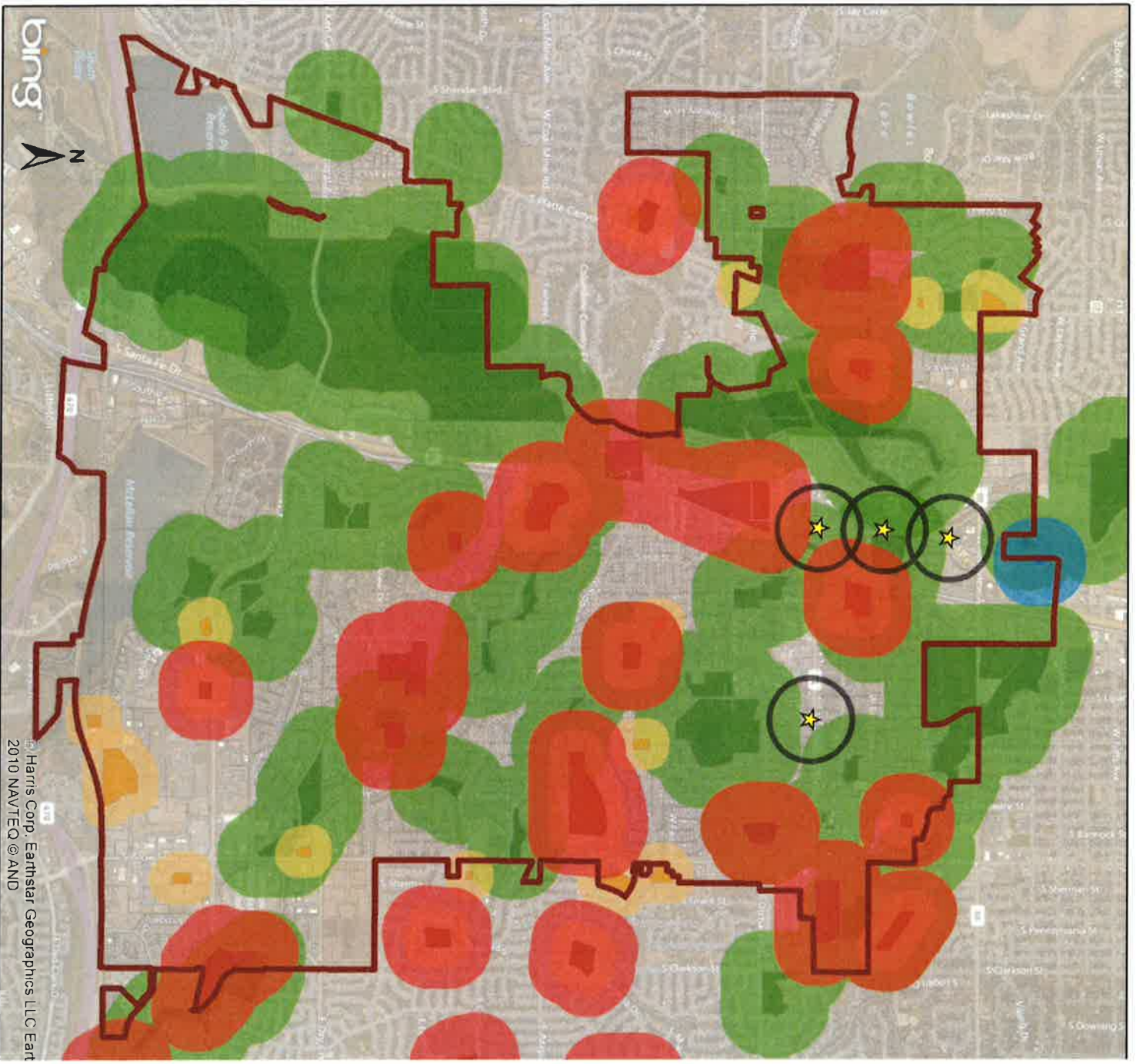
15
16 APPROVED AS TO FORM:

17
18 _____
19 Kristin Schledorn
20 CITY ATTORNEY

City of Littleton Medical Marijuana Dispensaries Ordinance Location Map

Revised 4/6/16

-  Littleton city limit
-  current dispensary
-  Current dispensary- 1,000 ft buffer
-  Correctional facility property
-  Correctional facility- 1,000 ft buffer
-  School property
-  School- 1,000 ft buffer
-  Day care and preschool property
-  Day care and preschool- 500 ft buffer
-  Park property
-  Park - 1,000 ft buffer







Retail Marijuana Littleton



Littleton City Council will soon be considering an ordinance to allow retail marijuana stores to operate within the city and would like public input on the topic.

Responses

Should the city continue to allow a maximum of four marijuana stores to operate in Littleton, regardless if they offer medical or retail, or should council considering increasing or decreasing the number of stores if they approve retail marijuana?

		%	Count
Continue to allow a maximum of four stores, regardless if they offer medical or retail marijuana.		16.7%	34
Since retail is being considered, more marijuana stores should be allowed to operate in Littleton.		18.6%	38
City Council should reduce the maximum number of allowable marijuana stores in Littleton to a number less than four, regardless if they offer medical or retail.		2.5%	5
I do not support allowing retail marijuana operations in Littleton.		62.3%	127

Medical marijuana stores are now subject to distance limits from parks, schools, and daycares. Two of the stores were operating prior to the distance limits and are "grandfathered" as non-conforming. If they want to sell retail, should the non-conforming stores comply with distance buffers?





		%	Count
Yes, they should be required to find a new location that meets distance buffers.		78.4%	160
No, they should be allowed to operate where they have been operating.		21.6%	44

Retail Marijuana Littleton



Littleton City Council will soon be considering an ordinance to allow retail marijuana stores to operate within the city and would like public input on the topic.

Responses

Should the city continue to allow a maximum of four marijuana stores to operate in Littleton, regardless if they offer medical or retail, or should council considering increasing or decreasing the number of stores if they approve retail marijuana?

		%	Count
Continue to allow a maximum of four stores, regardless if they offer medical or retail marijuana.		17.3%	19
Since retail is being considered, more marijuana stores should be allowed to operate in Littleton.		21.8%	24
City Council should reduce the maximum number of allowable marijuana stores in Littleton to a number less than four, regardless if they offer medical or retail.		1.8%	2
I do not support allowing retail marijuana operations in Littleton.		59.1%	65

Medical marijuana stores are now subject to distance limits from parks, schools, and daycares. Two of the stores were operating prior to the distance limits and are "grandfathered" as non-conforming. If they want to sell retail, should the non-conforming stores comply with distance buffers?

		%	Count
Yes, they should be required to find a new location that meets distance buffers.		81.8%	90
No, they should be allowed to operate where they have been operating.		18.2%	20



Staff Communication

File #: ID# 16-83, **Version:** 1

Agenda Date: 05/03/2016

Subject:

Certification of the April 5, 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 April 5, 2016 regular meeting of the Littleton City Council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

PROPOSED MOTION:

I move to approve, based on the recording secretary's certification, the April 5, 2016 video as the minutes for the April 5, 2016 regular meeting of the City Council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Journal

City Council

Tuesday, April 5, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

Present: 7 - Mayor Pro-Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

Jim Rees/LIFT

John Watson/LIFT

Don Bruns/LIFT/Urban Renewal

Pat Fitzgerald/Availability of Meetings

Kent Bagley/LIFT/Urban Renewal

Paul Bingham/LIFT/Urban Renewal

Pam Chadbourne/LIFT/Urban Renewal/Budget Amendment

Jeanie Erikson/LIFT/Urban Renewal

Carol Fey/LIFT/Urban Renewal

5. Consent Agenda Items

- a) [Ordinance 02-2016](#) Ordinance on second reading amending Ordinance No. 95 Series of 2015 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2016 and ending December 31, 2016.

Council Member Valdes removed 5a from consent

Mayor Beckman moved to approve and Council Member Cernanec seconded to approve on first reading the ordinance amending Ordinance No. 95 Series of 2015 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2016 and ending December 31, 2016 and to schedule a public hearing for May 3, 2016 at 6:30 p.m. in the council chamber.

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

Nay: 1 - Council Member Clark

- b) [Ordinance 03-2016](#) Ordinance abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2) and repealing the city's urban renewal plans

Mayor Pro Tem Brinkman removed item 5b from the consent agenda

Mayor Pro Tem Brinkman moved and Council Member Hopping seconded that Ordinance 03-2016 abolishing the Littleton Urban Renewal Authority pursuant to CRS 31-25-115 (2) and repealing the city's urban renewal plans be tabled until June 7th, during which time council will conduct meetings with our appointed Urban Renewal Authority, the Planning Board, and other pertinent entities as appropriate in order to learn and explore all sides of the issues and determine in open meetings whether or not the dissolution of LIFT and the city's urban renewal plans is in the best interests of our citizens.

The vote is 5-2 with Mayor Beckman and Council Member Clark voting no. The motion carries.

Nay: 2 - Mayor Beckman and Council Member Clark

- c) [ID# 16-64](#) Certification of the March 15, 2016 regular meeting minutes

Council Member Clark removed item 5c from consent agenda

Mayor Pro Tem Brinkman moved and Council Member Hopping seconded to approve, based on the recording secretary's certification, the March 15th video as the minutes for the March 15, 2016 regular meeting of the City Council. The vote is 6-1, with Council Member Clark voting no. The motion carries

Nay: 1 - Council Member Clark

6. Public Hearing

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

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve the 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 comprehensive plan.

Council Member Hopping moved and Council Member Clark seconded to amend the main motion with the exception that the Goddard Neighborhood should be upgraded from low to medium in the priority list. The vote is 3-4 with Mayor Pro Tem Brinkman, Mayor Beckman, Council Member Cernanec and Council Member Valdes voting no. The motion fails.

The vote on the main motion is 7-0. The motion carries.

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

7. General Business**8. Public Comment**

Marty Brzeczek/Subdivision Exemption Policy re: The Grove
Carol Brzeczek/E-Mail Transparency Policy
Jeannie Erickson/Urban Renewal
Carol Parker/Urban Renewal
Kent Bagley/Board and Commission Appointments

9. Comments / Reports

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

10. 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 #: Ordinance 02-2016, **Version:** 3

Agenda Date: 05/03/2016

Subject:

Ordinance on second reading amending Ordinance No. 95 Series of 2015 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2016 and ending December 31, 2016.

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does city council support an amendment to the 2016 budget and annual appropriation?

BACKGROUND:

The firm of Charlier Associates, Inc. has been selected for the Downtown and Littleton Boulevard Streetscape project that includes long-rang visioning, functionality, and technical aspects of the rights of way in downtown and along the Littleton Boulevard corridor with the goal of providing future capital project improvements, policy recommendations, and parking management options.

The project will be completed through many 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.

A resolution approving a contract with Charlier Associates for the Downtown and Littleton Boulevard Streetscape Project will be on council's May 3rd agenda, along with the second reading of this budget amendment.

STAFF ANALYSIS:

The city's long-term practice has been to present budget amendments to council near the end of the year as an administrative task. This procedure is approved by the city's outside auditor and is an accepted practice by a majority of Colorado municipalities.

However, staff prepared this ordinance due to concerns regarding budget amendments raised by a council member during previous discussions on this agenda item.

FISCAL IMPACTS:

The 2016 budget appropriation will increase by \$200,000 in the Capital Projects Fund.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance on second reading amending the 2016 budget.

PROPOSED MOTION:

I move to approve on second reading the ordinance amending Ordinance No. 95 Series of 2015 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2016 and ending December 31, 2016.

1 CITY OF LITTLETON, COLORADO

2
3 ORDINANCE NO. 02-2016
4 Series, 2016

5
6 INTRODUCED BY COUNCILMEMBERS BECKMAN AND CERNANEC

7
8 AN ORDINANCE OF THE CITY OF LITTLETON,
9 COLORADO, AMENDING ORDINANCE NO. 95 SERIES
10 OF 2015 KNOWN AS THE "ANNUAL APPROPRIATION
11 BILL" FOR ALL MUNICIPAL PURPOSES OF THE CITY
12 OF LITTLETON, COUNTIES OF ARAPAHOE,
13 JEFFERSON AND DOUGLAS, STATE OF COLORADO,
14 FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016
15 AND ENDING DECEMBER 31, 2016.
16

17
18 WHEREAS, Ordinance No. 95, Series of 2015, established the annual
19 appropriation for municipal purposes for the City of Littleton, Colorado;
20

21 WHEREAS, Ordinance No. 106, Series of 2015, amended the annual
22 appropriation for municipal purposes for the City of Littleton, Colorado;
23

24 WHEREAS, appropriations have theretofore been made for the expenditures of
25 monies pursuant to the budget for the fiscal year beginning January 1, 2016, and ending
26 December 31, 2016; and
27

28 WHEREAS, the necessity of receiving and expending additional monies from the
29 various funds could not have been reasonably anticipated during the time of adoption of the
30 budget and appropriation of funds in accordance therewith;
31

32 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
33 THE CITY OF LITTLETON, COLORADO, THAT:
34

35 Section 1: The budget of the City of Littleton for the fiscal year beginning
36 January 1, 2016, and ending December 31, 2016, is hereby amended by additions to the
37 following fund:
38

<u>FUND</u>	<u>EXPENDITURE</u>
Capital Projects Fund	\$ 200,000

39
40
41
42 Section 2: The provisions of the annual appropriations Ordinance No. 95,
43 Series of 2015, are hereby amended with the total of all fund expenditures amended to
44 \$90,381,530.
45
46

47 INTRODUCED, AS A BILL at the regularly scheduled meeting of the city council of

1 the of the City of Littleton, Colorado, on the 5th day of April, passed on first reading by a vote of 6
2 FOR and 1 AGAINST; and ordered published by posting at the Littleton Center, Bemis Library, the
3 Municipal Courthouse and on the City of Littleton Website.

4 PUBLIC HEARING on the Ordinance to take place on the 3rd day of May, 2016,
5 in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the
6 hour of 6:30 p.m., or as soon thereafter as it may be heard.

7 PASSED on second and final reading, following public hearing, by a vote of ____
8 FOR and ____ AGAINST on the 3rd day of May, 2016 and ordered published by posting at
9 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

10 ATTEST:

11 _____
12 Wendy Heffner
13 CITY CLERK

11 _____
12 Bruce O. Beckman
13 MAYOR

14
15 APPROVED AS TO FORM:

16
17 _____
18 Kristin Schledorn
19 CITY ATTORNEY
20

AFFIDAVIT OF PUBLICATION

An ordinance on second reading of the City of Littleton, Colorado, amending Ordinance No. 95 series of 2015 known as the "annual appropriation bill" for all municipal purposes of the City of Littleton, counties of Arapahoe, Jefferson and Douglas, state of Colorado, for the fiscal year beginning January 1, 2016 and ending December 31, 2016, with a public hearing at 6:30 p.m. on May 3, 2016, at the Littleton Center, 2255 West Berry Avenue in the Council Chamber.

State of Colorado)ss
County of Arapahoe

Legal Notice No.: 57498
First Publication: April 21, 2016
Last Publication: April 21, 2016
Publisher: Littleton Independent

This Affidavit of Publication for the Littleton Independent, a weekly newspaper, printed and published for the County of Arapahoe, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 21st day of April A.D., 2016, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



for the Littleton Independent
State of Colorado)
County of Arapahoe)ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on this 21st day of April A.D., 2016.



My Commission Expires 10/12/16

Notary Public,