Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

City of Littleton

Meeting Agenda - Final

City Council

Tuesday, September 1, 2026 | **6:30 PM** | **Council Chamber**

Regular Meeting (Start time is approximate - follows Executive Session)

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Scheduled Appearances and Presentations

a) Lynda Kizer, First Presbyterian Church of Littleton - Free Community Dinner (2026 Local Partnership Funding grant recipient)

5. Proclamations

a) ID# 26-170 Mayoral Proclamations

Sponsors: City Council

Attachments: 1. National Suicide Prevention Awareness Month

6. Public Comment

If you wish to address city council under Public Comment, please sign-in on the public speaker form before the call to order for this meeting. Public Comment is an opportunity to express opinions regarding issues that are not part of public hearings on tonight's agenda; a separate opportunity will be provided for comment for any public hearing. Each speaker is limited to three (3) minutes. We expect comments to be civil. Disrespectful or disruptive behavior will not be tolerated. The city council is not authorized under the Colorado Open Meetings Law to discuss, comment, or take action at this meeting on any issue raised by public comment that is not part of tonight's agenda. The Mayor may refer the matter to the city manager and/or city attorney for immediate comment after Public Comment, or to staff to obtain additional information and report back to council as appropriate.

7. Comments / Reports

a) Council Members

b) Mayor

c) City Manager

d) City Attorney

8. Consent Agenda Items

Consent agenda items can be adopted by a 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) Resolution 57-2026

Resolution 57-2026: Amending the charter of the Capital Improvement Sales Tax Board to include representation from the City's Environmental Stewardship Board

Sponsors: City Council

Attachments:
1. Resolution No. 57-2026
2. CISTB Charter_Ex A_REV
3. ESB Memo to Council
4. CISTB Memo to Council

b) Resolution 58-2026

Resolution 58-2026: Approving a License Agreement with the Arapahoe County Board of Commissioners to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way

Attachments:
1. Resolution No. 58-2026
2. License Agreement_High Line Canal

c) Resolution 59-2026

Resolution 59-2026: Approving a License Agreement with the City and County of Denver, acting by and through its Board of Water Commissioners, to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way

Attachments:
1. Resolution No. 59-2026
2. License Agreement_High Line Canal_Denver

d) Resolution 50-2026

Resolution 50-2026: Approving an amendment to a subaward agreement with Denver Regional Council of Governments (DRCOG) for building decarbonization policy work

Attachments:
1. Resolution No. 50-2026
2. DRCOG_Amendment
3. Environmental Stewardship Action Plan 2024
4. Littleton_BPC Subaward_Budget_Amend_Final
5. Building Policy Collaborative: Jurisdictional Subaward Scope of Work

e) ID# 26-166

Motion to approve minutes for the August 18, 2026, special meeting of Littleton City Council

Attachments:
1. 08-18-2026 CC Special Meeting_DRAFT

f) ID# 26-167 Motion to approve minutes for the August 18, 2026, regular meeting of Littleton City Council

Attachments: 1. 08-18-2026 CC Minutes_DRAFT

9. General Business

a) ID# 26-165 Elati Street Corridor Study update

Sponsors: City Council

Attachments: 1. Presentation_Elati Street Corridor Update

10. Ordinances on Second Reading and Public Hearings

Speakers wishing to address council as part of a public hearing will be limited to three (3) minutes and will be called upon when the mayor opens the public comment portion of the hearing.

a) Ordinance 17-2026 Ordinance 17-2026: An ordinance on second reading amending the city code, Title 9, Chapter 1, approving a maximum lawful speed limit of 25 miles per hour within the city limits of Littleton, unless otherwise posted

Attachments: 1. Ordinance No. 17-2026

2. Presentation_Ord. 17-2026

11. Adjournment

The public is invited to attend all regular meetings or study sessions of the city council or any city board, commission, or committee. Please call 303-795-3780 at least 48 hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to attend, or participate in, any such meeting. For any additional information concerning city meetings, please call the city clerk's office at the above referenced number.

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: ID# 26-170, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Mayoral Proclamations

Prepared By:	Colleen L. Norton, City Clerk

PURPOSE:
Mayor Schlachter will introduce one (1) Mayoral Proclamations:

a) National Suicide Prevention Awareness Month

PRESENTATIONS:

Staff Presenter(s): Kyle Schlachter, Mayor
Additional Presenter(s): N/A

Littleton

PROCLAMATION
City of Littleton, Colorado
Proclaiming September 2026
"NATIONAL SUICIDE PREVENTION AWARENESS MONTH"
in the City of Littleton

WHEREAS, *September is Suicide Prevention Awareness Month, a time to raise awareness, promote hope, and normalize help-seeking; and*

WHEREAS, *suicide affects millions of people every year, yet too many struggle in silence. Whether you're facing challenges, supporting a friend or loved one, or are looking to help, your voice matters; and*

WHEREAS, *this month is dedicated to recognizing the warning signs for suicide, encouraging open conversations about mental health, and connecting people to proven treatment and resources; and*

WHEREAS, *while anyone, regardless of background or identity, can be at risk for suicide, some groups have higher suicide rates than others, such as veterans, those who live in rural areas, Indigenous individuals, and members of the LGBTQ+ community. Prevention must be a public health priority; and*

WHEREAS, *suicide prevention requires collaboration and compassion from friends, families, neighbors, coworkers, businesses, government agencies, and community organizations to implement strategies for early intervention, treatment, prevention, and postvention; and*

WHEREAS, *this month and throughout the year, the City of Littleton reaffirms its commitment to mental healthcare and services, reducing stigma, advocating for best practices regarding suicide prevention, and spreading awareness of suicide and suicide prevention; and*

WHEREAS, *suicide and suicide attempts have far-reaching effects on loved ones,firiends, family, coworkers, first responders, and entire communities. All residents of Littleton are reminded that everyone can help prevent suicide by raising awareness, promoting healthy connections, supporting crisis services, and creating a safer, healthier world for all; and*

WHEREAS, *the Suicide and Crisis Lifeline provides free and confidential services to people in distress, prevention and crisis resources for those struggling or their loved ones, and best practices for professionals, and is available 24 hours a day, seven days a week by calling or texting 9-8-8 or visiting 988lifeline.org; and*

WHEREAS, *when we stand together in strength, dignity, hope, and purpose, we can make a difference and help save lives.*

NOW THEREFORE BE IT RESOLVED, *I, Kyle Schlachter, Mayor of the City of Littleton, do hereby proclaim September 2026 "National Suicide Prevention Awareness Month" in the City of Littleton.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the official seal of the City of Littleton to be affixed this 1st day of September 2026.*

Kyle Schlachter, Mayor

Colleen L. Norton, City Clerk

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: Resolution 57-2026, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Resolution 57-2026: Amending the charter of the Capital Improvement Sales Tax Board to include representation from the City's Environmental Stewardship Board

From:	James L. Becklenberg, City Manager
Prepared by:	Colleen L. Norton, City Clerk
Presentations:	N/A

PURPOSE:
To amend the charter of the Capital Improvement Sales Tax Board (CISTB) to include a volunteer representative from the Environmental Stewardship Board (ESB).

LONG-TERM OUTCOME(S) SERVED:
High-Quality Governance

DISCUSSION:
The Capital Improvement Sales Tax Committee, later renamed the Capital Improvement Sales Tax Board (CISTB), was created and its charter approved, in 2022 to provide guidance regarding the use of revenues generated as a result of a sales tax increase of 0.75% approved by voters in November, 2021. At the time the CISTB was approved by resolution, the Environmental Stewardship Board did not exist.

BACKGROUND:
ESB, as evidenced by the attached memo to council, is committed to being represented on CISTB.

<u>Prior Actions or Discussions</u>
August 16, 2022 - Council passes resolution 52-2022, creating the Capital Improvement Sales Tax Committee and adopting its charter.
June 4, 2026 - ESB memo to Council asking for representation on CISTB.
June 9, 2026 - CISTB memo to Council asking for representation from ESB.

FISCAL IMPACTS:
N/A

STAFF RECOMMENDATION:
Staff recommends approval of Resolution 57-2026, thereby amending the CISTB charter to add representation from ESB.

ALTERNATIVES:

- Council may approve amendment to the CISTB charter as presented; or
- Council may offer additional amendments to the CISTB charter, i.e., adding representation from this and/or other council appointed bodies; or
- Council may deny the amendment to the CISTB charter thereby maintaining the current structure with no representation from ESB.

PROPOSED MOTION:

I move to approve Resolution 57-2026 amending the charter of the Capital Improvement Sales Tax Board to include representation from the City's Environmental Stewardship Board.

CITY OF LITTLETON, COLORADO

Resolution No. 57

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, AMENDING THE CHARTER OF THE CAPITAL IMPROVEMENT SALES TAX BOARD TO INCLUDE REPRESENTATION FROM THE CITY'S ENVIRONMENTAL STEWARDSHIP BOARD

WHEREAS, in November 2021, the registered electors of the City of Littleton approved a three-quarter cent sales tax increase for capital improvement projects; and

WHEREAS, council approved creation of, and a charter for, the Capital Improvement Sales Tax (Committee) Board to ensure use of approved funds are in line with the intention of the ballot question which created the additional sales tax; and

WHEREAS, council has requested staff bring forward an amendment to the charter of the Capital Improvement Sales Tax Board to include representation from the Environmental Stewardship Board.

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

Section 1. The charter of the Capital Improvement Sales Tax Board be amended to increase the number of board members from 8 to 9, adding representation from the Environmental Stewardship Board, as defined in Exhibit A.

Section 2. The charter of the Capital Improvement Sales Tax Board be amended to remove specific reference to ballot measure 3A and replace with Sales Tax Capital Improvement Fund.

INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 1st day of September, 2026 at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

____________________________	____________________________
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

____
Reid Betzing
CITY ATTORNEY

City of Littleton Capital Improvement Sales Tax Citizen Committee
Charter and Action Plan

Adopted August 16, 2022
Revised September 1, 2026

The City of Littleton Capital Improvement Sales Tax Citizen Committee advises City Council on the use of the $ 0.0075 sales tax increase approved by voters for capital improvements. The committee will provide a report to City Council and the community once per year as called for on the ballot language.

AND THE CITY SHALL ANNUALLY REPORT THE PROGRESS OF SUCH PROJECTS AND THE EXPENDITURES OF SUCH REVENUES TO THE CITIZENS WITH REVIEW BY A BOARD OR COMMISSION AS APPOINTED BY CITY COUNCIL

The committee is made up of 9 members who are City of Littleton residents. The members will be appointed by City Council to each serve a two-year term. The membership will be drawn from:

- One member each from the following city boards and commissions
  - Planning Commission
  - Transportation and Mobility Board
  - Arts and Culture Commission
  - Historical Preservation Board
  - Next Gen Advisory Committee
  - South Metro Housing Options Board
  - Environmental Stewardship Board
- Community members (2) selected by City Council

The committee will meet twice each year, in April and May, to review the staff reporting and prepare a memo to City Council outlining their evaluation of the utilization of the $0.0075 sales tax per the language in the ballot measure. The Committee will present the report memo to City Council in June at a study session.

<u>Working Objectives</u>

<u>Staff Tasks</u>

Each year city staff will prepare report by March 31st outlining the following information:

- Revenue generated by the the $0.0075 sales tax increase
- Comparison of yearly revenue since the fund inception
- Projected sales tax revenue for the current fiscal year

- The utilization of the money generated by the $0.0075 sales tax for the preceding calendar year. The report shall include:
  - Total spending
  - Spending by major capital category
  - Debt service
  - Unallocated funds
  - Funds to be rolled over into the next year
  - Overhead allocated to design and construction projects
  - Employee positions allocated to the Sales Tax Capital Improvement Fund

Committee Tasks

The ballot language reads that funds will be utilized for:

BACKLOGGED CAPITAL IMPROVEMENT PROJECTS INCLUDING BUT NOT LIMITED TO: NEIGHBORHOOD STREET MAINTENANCE AND RECONSTRUCTION, STREET CONGESTION AND IMPROVED CAPACITY PROJECTS, RIGHT-OF-WAY AND MEDIAN MAINTENANCE AND IMPROVEMENTS, STREET AND BRIDGE SAFETY IMPROVEMENTS, SIDEWALK IMPROVEMENTS, BUILDING REPLACEMENT AND MAINTENANCE, INCLUDING SPECIFIC PROJECTS SUCH AS:

- MAJOR STREET MAINTENANCE AND RECONSTRUCTION IN NEIGHBORHOODS AND SIGNIFICANT CORRIDORS;
- MINERAL & SANTA FE INTERSECTION IMPROVEMENTS;
- DOWNTOWN STREETSCAPE AND PARKING IMPROVEMENTS;
- PUBLIC WORKS FACILITY REPLACEMENT; AND
- MAINTENANCE AND IMPROVEMENTS TO CITY-OWNED FACILITIES AT THE LITTLETON MUSEUM, BEMIS LIBRARY, THE MUNICIPAL COURTHOUSE AND OTHERS; AND
- PUBLIC SAFETY FACILITY IMPROVEMENTS;
- ENHANCED ENVIRONMENTAL STEWARDSHIP IMPROVEMENTS SUCH AS SUSTAINABLE LANDSCAPE IRRIGATION AND CONSERVATION IMPROVEMENTS

The committee will prepare a summary report to City Council advising them if the use of the Sales Tax Capital Improvement Fund in the previous calendar year compared to the list of called for uses as stated in the ballot language. The memo will outline how the funds were spent, if there are expenditures that fall outside of the ballot language, and recommendations and concerns about the city's utilization of the Sales Tax Capital Improvement Fund.

June 4, 2026

Subject: ESB requests a seat on the CISTB

On behalf of the Environmental Stewardship Board (ESB), we ask that ESB be allocated a new seat on the Capital Improvement Sales Tax Board (CISTB) of the City of Littleton (Littleton). The CISTB's mission spans many areas where ESB should have input. Furthermore, a line-item for "ENHANCED ENVIRONMENTAL STEWARDSHIP IMPROVEMENTS SUCH AS SUSTAINABLE LANDSCAPE IRRIGATION AND CONSERVATION IMPROVEMENTS" in the language of the ballot measure that formed the board recognizes the importance of this work.

Not having a member of ESB on the board is simply a logistical oversight, as the CISTB was formed just before ESB. It is time to correct this oversight and allocate a new seat on the CISTB to ESB. So far, Littleton has received substantial grant funding for environmental stewardship initiatives, but it is important for Littleton to invest in environmental resilience in many ways, including through the Capital Improvement Fund.

Please do not delay this action; ESB should have a seat on the CISTB for the meetings in 2027.

Sincerely,

Gretel Pavao, Chair

Alex Burkey, Vice Chair

Cameron Bowen

Sarah Graves

Tom Econopouly

Andrew Toth

Sharon Unkart

Memorandum

To: Littleton City Council

From: Capital Improvement Sales Tax Citizen Board

Date: June 9, 2026

Ref: Report on Use of Ballot Measure Capital Improvement Sales Tax (CIST) Funds by The City of Littleton for the Calendar Year Ended December 31, 2025

Executive Summary

- The City of Littleton Capital Improvement Sales Tax Citizen Board met on April 30, 2026 and May 21, 2026 with Kevin Orton, Laurie Matta, and Brent Soderlin.
- We reviewed the December 31, 2025 CIST Fund Annual Report which consisted of the Spending by Major Category, Spending by Project, Financial Use and Sources, and Employee Positions Allocated for the CIST funds.
- We discussed current and future CIST funded projects being worked on to understand the scope and purpose of those projects.
- Based on our review, we conclude that the CIST funds for the year ended December 31, 2025 spent were in conformance with the ballot language.
- We also reviewed the Capital Improvement Sales Tax Fund 2026 Budget plan.

How Funds were Spent

- For the year ended December 31, 2025 a total of approximately $12.8M of CIST funds were raised.
- During the year ended December 31, 2025 a total of approximately $10.8M was spent. A detail breakdown can be found in the CIST Capital Improvement Fund Spending by Major Category and Program Details for the year ended December 31, 2025.
- As of December 31, 2025, the CIST fund has approximately $23.6M of funds available for future projects.

Expenditures Outside of Ballot Language

- The CIST board did not note any 2025 CIST funds that were used on expenditures outside of those described in the 3A ballot language.

Recommendations/Concerns about the city's utilization of the CIST Fund

- The CIST board did not have any recommendations or concerns regarding the city's utilization of the CIST funds.

Additional Comments

- The CIST board commends city staff on continuing to provide valuable information to the committee to review to understand the planning, prioritization and context for the future spending of CIST funds.
- We recommend that the staff and Council continue to monitor the use of CIST funds for soft costs including personnel costs and strategic planning. We recommend that staff and the Council prioritize future spending on brick-and-mortar projects that deliver tangible and visible results for community benefit.
- We recommend that the Council consider adding a member of the Environmental Stewardship Board to the CIST Board.

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: Resolution 58-2026, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Resolution 58-2026: Approving a License Agreement with the Arapahoe County Board of Commissioners to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities Sarah White, Water Resources Manager
Presentations:	N/A

PURPOSE:
Approval of a License Agreement between the City of Littleton and Arapahoe County to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way ("ROW") that cross the High Line Canal ROW on behalf of the development at 16 W Dry Creek.

LONG-TERM OUTCOME(S) SERVED:
Safe Community; High-Quality Governance

DISCUSSION:
The City of Littleton has recently approved the 173 multi-family unit development at 16 West Dry Creek Circle, via Master Development Plan MDP24-0001 and Site Improvement Plan SIP25-0002 (the "Development"). In conformance with city drainage requirements, the Development is required to construct onsite detention and water quality facilities, these stormwater facilities are then connected to the nearest public stormwater collection system. The Development is proposing to construct a stormwater facility that will convey flows in a 24" storm sewer within West Fremont Avenue ROW to its ultimate outfall into Lee Gulch. A portion of West Fremont Avenue spans the irrigation ditch known as High Line Canal, reference license agreement Exhibit "A".

For any infrastructure constructed, operated, or maintained within the High Line Canal, a License Agreement must be executed between the High Line Canal owner and the respective jurisdiction(s) or organization(s) that are responsible for the infrastructure. In Littleton, the High Line Canal is owned by the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), with exception of the current in-process transfer of ownership of portions of the High Line Canal to Arapahoe County (County). With this recent transfer of the High Line Canal ownership to the County, existing or new improvements within the High Line Canal within Arapahoe County will need to be captured going forward through agreements with the County in addition to Denver Water, who retains certain ownership rights.

The Development will be installing a new 24" storm sewer within the West Fremont Avenue ROW which will ultimately be owned and maintained by the City of Littleton after final acceptance. The License Agreement will therefore be issued to the City of Littleton.

BACKGROUND:
In order for infrastructure to be constructed within the High Line Canal ROW, a License Agreement is required to be executed between the High Line Canal owner and the respective jurisdiction(s). The license agreement will allow for the construction, utilization, maintenance, repair and reinstallation of the proposed storm sewer. The City of Littleton intends to accept the public storm sewer being constructed by the development located at 16 W Dry Creek Circle.

The cost of the license agreement with Arapahoe County is $2,000.00, plus associated administrative and review fees. These costs will be paid by the City of Littleton and reimbursed through development fees by the owner of the Development at 16 W Dry Creek Cir.

Prior Actions or Discussions
Master Development Plan, MDP24-0001, was approved by City of Littleton Planning Commission November 11, 2024.

Site Development Plan, SIP25-0002, was recorded February 12, 2026.

FISCAL IMPACTS
The $2,000 License Agreement will be paid from account 01-322-74210 and reimbursed from the owner of the development at 16 W Dry Creek Circle.

STAFF RECOMMENDATION:
Staff recommends approval of the License Agreement.

ALTERNATIVES
If the license agreement is not approved, the project located at 16 W Dry Creek will not be able to connect the onsite storm sewer to the public system.

PROPOSED MOTION:
I move to approve Resolution 58-2026, approving a License Agreement with the Arapahoe County Board of Commissioners to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way.

CITY OF LITTLETON, COLORADO

Resolution No. 58

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING A LICENSE AGREEMENT WITH THE ARAPAHOE COUNTY BOARD OF COMMISSIONERS TO CONSTRUCT, UTILIZE, MAINTAIN, REPAIR AND REINSTALL STORM SEWER WITHIN THE WEST FREEMONT AVENUE RIGHTS-OF-WAY THAT CROSS THE HIGH LINE CANAL RIGHTS-OF-WAY

WHEREAS the council, by resolution, may enter into contracts with other governmental bodies to furnish or receive government services, to make or pay charges for such services, or enter into cooperative or other joint activities with other governmental bodies; and

WHEREAS the development known as 16 W Dry Creek ("Development") is a new multifamily community approved with land use cases MDP24-0001 and SIP25-0002; and

WHEREAS Development will need to construct a 24" storm sewer within the West Fremont Avenue Rights-of-Way ("ROW") to convey drainage from the proposed stormwater facility; and

WHEREAS Arapahoe County has ownership interest in the property known as the High Line Canal; and

WHEREAS Development must cross High Line Canal ROW in order to discharge storm runoff into the most adjacent drainageway, Lee Gulch; and

WHEREAS the City of Littleton will own and maintain the Development's constructed storm sewer within West Fremont Avenue ROW upon final acceptance; and

WHEREAS the City of Littleton desires to enter into a license agreement with the Board of County Commissions of the County of Arapahoe to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue ROW that cross the High Line Canal ROW as further set forth in Exhibit "A"; and

WHEREAS the license agreement fee of $2,000 plus any associated administrative and review fess will be fully paid by Development owner;

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

The license agreement between the City of Littleton and the Board of County Commissioners of the County of Arapahoe to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way in substantially the same form as Exhibit “A”, is approved and the Mayor is hereby authorized to execute the license agreement.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 1st day of September 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

______________________________	______________________________
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

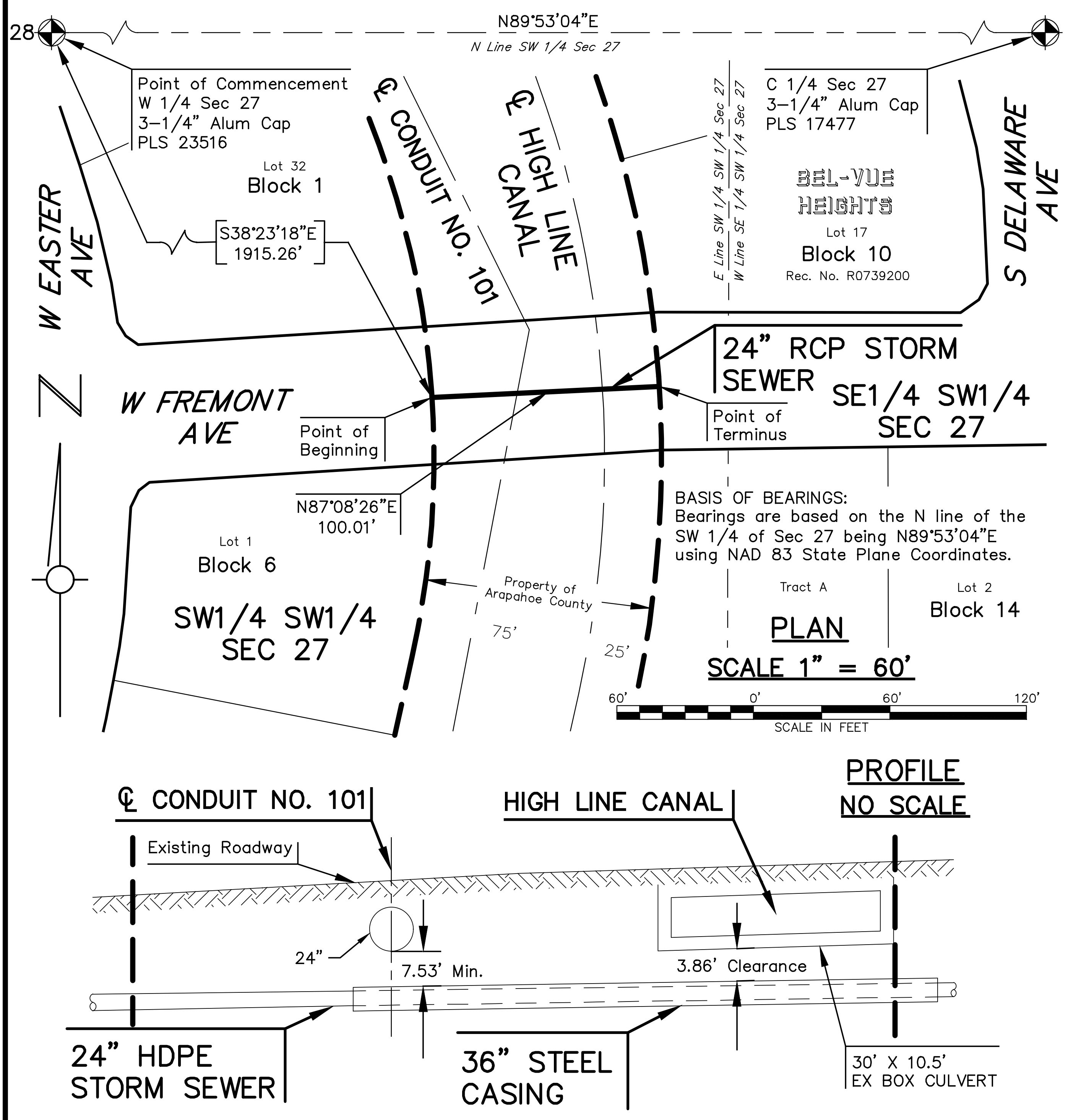
APPROVED AS TO FORM:

____
Reid Betzing
CITY ATTORNEY

EXHIBIT "A"

SW 1/4 SECTION 27, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM

---- ARAPAHOE COUNTY ----



Parcel Map Not P.L.S. Stamped or Certified

LEGEND

LICENSE GRANTED

PROP OF ARAPAHOE CNTY

DOCUMENT DATED:
SEC'Y FILE DOC.
RIMS ITEM NO.
TRANS NO.

DRN.	PM. LW	S. ASE

APPD. Alex Scott Engelson

SHEET 1 OF 1 SHEET

HIGH LINE CANAL

LICENSE GRANTED TO CITY OF LITTLETON FOR A 36" HDPE STORM SEWER

DATE: JULY 22, 2026

DENVER WATER
1600 West 12th Ave
Denver, Colorado 80204-3412
T: 303.628.6000
F: 303.628.6851
denverwater.org

SCALE: AS SHOWN

CAD 23268-2_PMGT

D.W.D. PROPERTY MANAGEMENT STANDARDS: 01062023

AGREEMENT DATE:_________________
(To be completed by Denver Water – Property Management)

HIGH LINE CANAL LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**") is made between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a body corporate and political subdivision of the State of Colorado ("**County**"), and the CITY OF LITTLETON, a home rule municipality of the State of Colorado ("**Licensee**"). The term "**Licensee**" includes employees, agents, and contractors of the Licensee. The parties to this Agreement may be referred to individually as "**Party**" and collectively as "**Parties**." The Parties agree as follows:

AGREEMENT

1. GRANT: The County, for itself and its successors and assigns, subject to the terms and conditions of this Agreement, authorizes the Licensee to construct, utilize, maintain, repair, and reinstall (collectively "**Work**") AN 24" HDPE STORM SEWER PARTCIALLY ENCASED IN AN 36" STEEL CASING **Installation**") within and across the County's High Line Canal property at the location described on the CAD drawing 23268-2 **Exhibit A** ("**Licensed Area**"). The Licensee shall maintain a copy of this Agreement on the job site during any Work authorized by this Agreement.

2. LICENSE FEE AND OTHER COSTS: The Licensee shall pay the following fees:

   2.1. A one-time $2,000 license fee made payable to "Arapahoe County Open Spaces" for the rights granted by this Agreement, plus associated administrative and review fees.

   2.2. Denver Water's then-current fee for its administrative work to create this Agreement.

3. PAST RIGHTS AND CONVEYANCES:

   3.1. The rights and privileges granted in this Agreement are subject to all prior agreements, licenses, leases, grants, permits, rights-of-way, reservations, and conveyances, whether recorded or unrecorded, related to the Licensed Area. However, to the extent this Agreement conflicts with another agreement between the Parties concerning use and maintenance of the overall High Line Canal corridor within the Licensee's jurisdiction, this Agreement shall control.

   3.2. The Licensee shall take extra care to familiarize itself with the limitations and reservations included in the Deed of Conservation Easement for the High Line Canal recorded against the property in the Clerk and Recorder's Office of Arapahoe County on June 12, 2024, at Reception Number E4036703.

4. COUNTY'S RETAINED INTERESTS:

   4.1 The County reserves unto itself, its successors and assigns, the right to make full use of the Licensed Area as may be necessary or convenient in the County's operation and maintenance of the County's property and facilities. The County will make reasonable attempts not to damage the Installation(s); however, should damage occur, the County will not be responsible for any such damage; provided, however, that this limitation of liability shall not apply to damage directly resulting from the County's negligent acts or omissions or willful misconduct. The County shall provide the Licensee with timely written notice and, at its sole cost and expense, repair and replace the damaged Installation(s) to a condition matching the preexisting condition immediately prior to such damage, within a reasonable time frame. Any financial obligation or liability of the County arising hereunder is expressly subject to annual appropriation of funds and the limitations of the Colorado Taxpayer's Bill of Rights (TABOR), Article X, Section 20 of the Colorado Constitution. The Licensee shall make all necessary accommodations for the County's vehicles and/or work that may be taking place at or around the Licensed Area.

4.2 In the event the Installation(s) interferes with the County's use, maintenance, or operation of the property, the County in its sole discretion may require the Licensee to relocate, rearrange, modify, or remove the Installation(s) at the Licensee's sole expense. The Licensee shall relocate, rearrange, or modify the Installation(s) within a timeframe and in compliance with the requirements that the County designates, or the Licensee may terminate this Agreement.

5. DENVER WATER'S RETAINED INTERESTS:

5.1 Denver Water has reserved an easement to make full use of the Licensed Area for the purposes of constructing, extending and adding to, maintaining, conducting, operating, and permitting other water providers' use of a water works system and plant and everything necessary, pertaining, or incidental thereto.

5.2 In the event the Installation(s) interferes with Denver Water's use, maintenance, or operation of its facilities, Denver Water, in its sole discretion, may require the Licensee to relocate, rearrange, modify, or remove the Installation(s) at the Licensee's sole expense. The Licensee shall relocate, rearrange, or modify the Installation(s) within a timeframe and in compliance with the requirements that Denver Water designates, or the Licensee may terminate this Agreement.

5.3 The Licensee, to the extent permitted by law, agrees to indemnify, hold harmless, and defend Denver Water against any liability, damages, costs, expenses, claims, injuries, and losses of whatever nature arising in any way out of this Agreement, including but not limited to any expenses incurred by Denver Water as a result of damages to Denver Water's property, to the extent caused by any negligent act or omission or willful misconduct of the Licensee or the Licensee's officers, subcontractors, agents, or employees.

6. PRE-WORK INSPECTION: The Licensee shall notify the County at least 15 days prior to the commencement of any Work so that the County may make any inspections of the Licensed Area the County deems necessary before such Work begins.

7. PRE-WORK NOTICE: The Licensee shall notify the County's Public Works and Development Department at 720-874-6500 and Denver Water's representative at 303-634-3402 during regular working hours at least 48 hours prior to commencing any Work within the Licensed Area so that the County and/or Denver Water may have an inspector present during such Work. In the event of an emergency, the Licensee shall notify the County's Public Works and Development Department at 720-874-6500.

8. PROOF OF LOCATES: Licensee shall obtain, or require its contractors and any subcontractors to obtain, proof of clear locates for all Work in connection with this Agreement in compliance with applicable law.

9. WORK PLANS AND SPECIFICATIONS: Any Work initiated under this Agreement shall be performed and completed at no expense to the County according to the plans and specifications approved by the County in writing and in compliance with all applicable County standards. The Licensee represents

and warrants that initial Installation(s) authorized by this Agreement shall be constructed in accordance with the plans and specifications identified as 16 W DRY CREEK APARTMENTS OFF-SITE STORM PLAN & PROFILE and dated 04/21/2026

9.1. Different Location. If any Installation(s) location is reasonably determined by the County to be materially different from the approximated location shown on any plans and specifications approved by the County, the County may require the Licensee to undertake corrective work at the Licensee's sole expense. If the County does not require corrective work, the County may notify the Licensee of such determination, and this Agreement shall be deemed amended, effective as of the date of the County's notice and without further action by the Parties.

9.2. Right to Inspect. The Licensee shall notify the County upon completion of any Work; upon receipt of such notice, the County may elect to inspect such Work and require the Licensee to undertake corrective work at the Licensee's sole expense if the Work fails to conform to the approved plans and specifications; the County's applicable standards; federal, state, or local laws; or any applicable industry standards.

10. RIGHT TO SUSPEND WORK: Notwithstanding any other provision in this Agreement, the County has the right to suspend the performance of any Work under this Agreement without any liability if the County, in its sole discretion, determines that the Licensee or any of its contractors or any subcontractors failed to comply with the terms of this Agreement. The County shall not be liable for any delays in the completion of the Work that result from the suspension under this paragraph.

11. OWNERSHIP; OPERATION & MAINTENANCE OF INSTALLATION: The Licensee shall own the Installation(s). Until this Agreement is terminated, the Licensee shall ensure that the Installation(s) is operated and maintained, at no expense to the County, in good repair, including but not limited to removing graffiti and paying for all utilities needed for the continuous operation of the Installation(s), and in full compliance with all federal, state, and local laws, permitting requirements, and applicable industry and County standards. If the Installation(s) includes any kind of underpass, bridge, or other infrastructure capable of providing shelter, and it becomes the location of any kind of human encampment, the Licensee shall be solely financially responsible for clearing the encampment and restoring the site to its preexisting condition within 30 days of notification by the County. The Licensee shall follow the underlying jurisdiction's policies on encampment cleanups.

12. COUNTY'S ACCESS: The Licensee shall conduct all Work in such a manner that the County shall have full and complete access to the Licensed Area at all times. The Licensee shall not obstruct any access roadways or ingress to or egress from such roadways.

~~13. CURB CUT AND TRANSITION DETAIL: The Licensee shall construct and maintain all~~ necessary, in the opinion of the County, curb cuts from the Installation(s) to any roadways and any access roads at no expense to the County. All such access roads and curb cuts shall be depicted on the plans and specifications provided to the County, shall be at locations approved in writing by the County, and shall comply with Denver Water's curb cut detail, a copy of which is attached as **Exhibit B**. The Licensee shall ~~not obstruct County roadways or ingress to or egress from such roadways.~~

14. DETOURS: The Licensee shall take whatever steps are necessary to route traffic during any Work and provide directions through the use of signs. Any of the County's roads or acceptable alternatives must be open and accessible to the County's personnel and equipment at all times.

15. TRENCHES AND EXCAVATIONS: All trenches, excavations, backfill and tamping shall be in accordance with the then-current applicable Denver Water Engineering Standards and Capital Project Construction Specifications and subject to approval by the County's representative.

~~16. UNDERGROUND LINES: Underground electric power line installations shall be encased in rigid steel conduit and/or concrete within the Licensed Area. Facilities owned by the County or Denver Water must not be included in any concrete encasement.~~

17. MARKER POSTS: The Licensee shall place two permanent marker posts, one at each end of the Installation(s) and on its centerline, to the satisfaction of the County's representative. Each permanent marker post shall be filled with concrete and installed to allow a three-foot extension above the surface of the ground. The marker posts shall extend a minimum of two feet below the surface of the ground and be encased in concrete. Each marker post shall have the type, size, and depth of the Installation clearly marked with 1½-inch stenciling.

18. SERVICE LINES: All service lines within the Licensed Area shall be installed in a manner satisfactory to the County's representative.

~~19. OVERHEAD CLEARANCE: The Licensee shall maintain a minimum overhead clearance of 25 feet over the High Line Canal. No portion of the Installation(s) shall extend below the stringers of any bridge to which it is attached.~~

20. ENVIRONMENTAL: The Licensee shall comply with all applicable laws and ordinances and all rules, regulations, and requirements of any governmental authority controlling environmental standards and conditions of the Licensed Area. If, as a result of the Licensee's occupancy of the Licensed Area, any such law, ordinance, rule, or regulation is violated, the Licensee shall, to the extent permitted by law, protect, save harmless, defend, and indemnify the County from and against any penalties, fines, costs, and expenses including legal fees and court costs incurred by the County, caused by, resulting from, or connected with such violation or violations. In addition, but without limiting the foregoing, the Licensee shall comply with the following:

> 20.1. Hazardous Material. The Licensee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Licensed Area by the Licensee, its agents, employees, or contractors without the express written permission of the County.
>
> 20.2. Indemnification. To the extent permitted by law, if the Licensee breaches the obligations stated in the preceding subparagraph, or if the presence of the Hazardous Material on the Licensed Area caused or permitted by the Licensee results in contamination of the Licensed Area, or if contamination of the Licensed Area by the Hazardous Material otherwise occurs for which the Licensee is legally liable to the County, then the Licensee shall, indemnify, defend, and hold the County harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Licensed Area, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Licensed Area, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such contamination. This indemnification of the County by the Licensee, includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because the Hazardous Material is present in the

soil or groundwater on or under the Licensed Area.

20.3. Cleanup. If the presence of any Hazardous Material on the Licensed Area caused or permitted by the Licensee results in any contamination of the Licensed Area or other County property, the Licensee shall, at its sole expense and after obtaining the County's written approval, promptly take all actions that are necessary to clean the contamination and return the Licensed Area and other County property to the condition existing prior to the introduction of any such Hazardous Material to the Licensed Area. The cleanup of the contamination shall be in compliance with all applicable state and federal standards.

20.4. Definitions. The term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States. The term "Hazardous Material" includes without limitation any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601); or (vi) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

21. ENDANGERED SPECIES ACT: Certain County properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act ("**ESA**"). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

22. TREES: The Licensee shall provide means, acceptable to the County, to protect the existing trees above and below ground from any damage or disruption caused by any Work. If the Work requires clearance, trimming, or complete removal of trees located within Licensed Area, the Licensee must obtain prior written permission from the County. The Licensee will be responsible for all cleanup of any trimmings and the removal of logs, branches, limbs, and other debris. The Licensee shall coordinate with the County on a plan to replace any trees and other vegetation (including re-seeding) disturbed or removed due to any Work. Replacement of trees and re-seeding shall be in accordance with the then-current policies of the County and the High Line Canal Natural Resource Management Plan.

23. WATER FLOW AND DISCHARGE: The Licensee shall not interfere with the flow of water in the High Line Canal and shall assume all risks incident to the presence of water in the High Line Canal. The Licensee shall not discharge water into or upon any of the Licensed Area or surrounding County property. The Licensee shall provide for carriage of any water over or across the Licensed Area or County property in a manner satisfactory to the County's representative.

24. CANALS/DITCHES: Clean Water Act. The High Line Canal between Sand Creek and the most westerly unnamed drainage located in Section 34 constitutes jurisdictional "Waters of the United States," subject to the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*). The Licensee shall be responsible for complying with the federal Clean Water Act and obtaining any necessary permit(s) from the proper regulatory authority prior to conducting its activity. The Licensee shall supply the County with documentation providing that such authority has been obtained or that such permission is not required by the regulatory authority.

24.1. Recreation. The County has authorized certain recreational activities along and within the

High Line Canal property. In addition to all other notices required by this Agreement, at least 48 hours prior to the commencement of any Work within the Licensed Area, the Licensee shall notify

the Recreational Use Entity, South Suburban Parks and Recreation at 303-798-5131 and the High Line Canal Conservancy, Conservation Easement holder, at 720-767-2452. All paved trails and other recreational improvements within the Licensed Area shall be restored to their pre-existing condition to the satisfaction of the Recreational Use Entity. The Licensee shall comply with all the Recreational Use Entity's requirements to ensure the safety of the general public and to minimize interference with recreational use on the Licensed Area.

24.2. Irrigation. Denver Water uses the High Line Canal as an irrigation facility. Irrigation season is from April 1st until November 1st each year, and diverted water may be flowing in the High Line Canal during this time. Additionally, water may be flowing in the canal other times during the year. No Work may be undertaken during April 1st through November 1st unless special written authorization is obtained from Denver Water's Director of Source of Supply at 303-634-3515 or email ian.oliver@denverwater.org prior to the commencement of Work.

24.3. Cut-off Walls. The Licensee shall place reinforced concrete cut-off walls at locations determined by the County as shown on the plans and specifications identified in Paragraph 9 above. Each cut-off wall shall be constructed in accordance with Denver Water's then-current **Capital Projects Construction Standards 4th Edition**, as they may be updated and revised from time to time, and the excavation, forming, and steel placement of each cut-off wall shall be inspected and approved in writing by the County's representative prior to placement of concrete.

25. CLEANUP AND RESTORATION: The Licensee will use all reasonable means to prevent any loss or damage to the County or to others resulting from the construction, operation, maintenance, repair, modification, replacement, or removal of the Installation(s).

25.1. Within 21 days from the date of completion of any Work, the Licensee shall clear the Licensed Area and any other affected property of all construction debris, supplies, materials, and equipment, and shall restore the Licensed Area and any other affected property and any damaged roads and fencing to the condition in which they existed as of the Effective Date as nearly as may be possible to the satisfaction of the County's representative. Restoration and clearing of the surface shall include, but not be limited to, replacement of the topsoil in cultivated and agricultural areas, removal of any excess earth resulting from the Work, and/or reseeding described in the then-current Denver Water **Capital Projects Construction Standards Section 32 91 00 Planting Preparation and Section 32 92 00 Turf and Grasses**. Restoration of the roads shall include, but is not limited to, resurfacing.

25.2. If the Licensee does not restore and clear the Licensed Area and any other affected property to the satisfaction of the County and/or within the timeframes set forth for restoration in this Agreement, the County may complete the clearing and/or perform the restoration at the sole expense of the Licensee.

25.3. Any repair or replacement of any County facilities or property, other than roads and fencing, made necessary in the opinion of the County's representative because of any Work performed pursuant to this Agreement, shall be made by the County at the sole expense of the Licensee.

25.4. Licensee's obligations under paragraph 25 shall survive termination of this Agreement.

26. NO LIENS: The Licensee shall pay for all materials joined or affixed to the Licensed Area, shall pay in full all persons who perform labor upon the Licensed Area, and shall obtain and provide to the County lien releases for all such materials and labor. The Licensee shall not permit any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Area for any Work done and materials furnished on the Licensed Area at the instance, request, or on behalf of the Licensee.

27. APPROVAL OF CONTRACTORS: Prior to commencing any Work under this Agreement, the Licensee shall submit to the County a list of all contractors and subcontractors that will be performing the Work in connection with this Agreement; no Work may commence until the County, in its sole and absolute discretion, has approved such contractors and subcontractors in writing. The Licensee understands and agrees that only those contractors and subcontractors whose operations are covered by the insurance required by this Agreement and that have been pre-approved by the County as required by this Agreement are authorized to work upon or about the Licensed Area. The Licensee shall require its agents, employees, and all approved contractors and subcontractors performing Work pursuant to this Agreement to comply with each of the terms and conditions of this Agreement.

28. INSURANCE:

28.2. The Licensee shall purchase and maintain insurance of the kinds and in the minimum amounts specified below or shall self-insure in the same amounts, and, for all contractors, the Licensee shall require such contractors to maintain insurance for the performance of all Work under this Agreement in accordance with applicable state laws in the minimum amounts specified below:

28.2.1. Workers' Compensation and Employer's Liability: Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $1,000,000 each employee for disease
  - $1,000,000 disease aggregate

28.2.2. Commercial General Liability: Maintain commercial general liability insurance covering all operations on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate with dedicated limits per project site (Licensee's Contractor Only)
- $2,000,000 products and completed operations aggregate (Licensee's Contractor Only)

Coverages:

- Contractual Liability
- Independent Contractors

Defense in addition to the limits of liabilit

- Severability of Interests Provision
- Products and completed operations coverage maintained for at least two years after completion of the project, for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado, its officers, its agents, and its employees acting in the scope of their employment

28.2.3. Automobile Liability: Maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with this Agreement:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado, its officers, its agents, and its employees acting in the scope of their employment

28.3. The Licensee holds insurance under CIRSA, which holds a certificate of authority from the Commissioner of Insurance. The above-mentioned coverages shall be procured and maintained by the Licensee's Contractor(s) with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Licensee.

28.4. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Licensee shall be solely responsible for any deductible losses under any policy required above.

28.5. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination, or non-renewal of the policies.

28.6. The Licensee shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

28.7. Failure on the part of the Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

29. <u>INSURANCE CERTIFICATES</u>:

29.1. At the time of executing this Agreement, the Licensee shall deliver to the County (i) a letter of self-insurance with respect to the Licensee and, (ii) with respect to the Licensee's contractors, Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

29.2. These certificates and letter of self-insurance will serve as an indication to the County that the Licensee has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted.

29.3. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of Work under this Agreement. The certificates shall identify this Agreement where applicable.

30. INDEMNIFICATION: To the extent permitted by law, the Licensee shall be responsible for any liability, loss, damage, or expense (including court costs and attorney fees) of every kind and nature arising out of any breach by the Licensee, its officers, agents, or employees (or Licensee's contractors or subcontractors and any of their officers, agents, or employees) of any of Licensee's obligations set forth in this Agreement, except to the extent caused by the negligent act or omission or willful misconduct of the County or County's officers, subcontractors, agents, or employees. The Licensee shall also contractually require all contractors and/or subcontractors performing Work pursuant to this Agreement to defend, indemnify, and hold harmless the County, its officers, members, managers, agents, and employees against any liability, loss, damage, injury, death, demand, claim, action, cause of action, or expense of whatever nature, kind, or description (including but not limited to court costs, attorneys' fees, and expenses incurred by the County as a result of damages to the County's property or facilities), directly or indirectly arising out of, resulting from, or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement, occupation and use of the Licensed Area by such contractors and/or subcontractors, any act or omission of such contractors and/or subcontractors, as well as each of their officers, directors, members, managers, and employees. The Licensee's and Licensee's contractors' obligations under this paragraph shall survive termination of this Agreement.

31. RISK OF LOSS: All personal property, including, but not limited to, fixtures, equipment, vehicles, supplies, and related materials, upon the Licensed Area will be at the risk of the Licensee only, and the County shall not be liable for any damage to or theft or vandalism of such personal property.

32. NO ASSIGNMENT; NO RECORDING: The Licensee agrees and understands that privileges granted by this Agreement are personal to the Licensee, that this Agreement does not grant the Licensee any property interest in the Licensed Area, and that this Agreement shall not inure to or for the benefit of the Licensee's successors or assigns. The Licensee shall not assign this Agreement and shall not record this Agreement.

33. ABANDONMENT: If the Licensee does not use the right granted in this Agreement or its Installation(s) for a period of one year, the County may, at its election, consider the rights granted under this Agreement abandoned and terminate this Agreement by giving the Licensee 30 days' written notice.

34. TERMINATION:

34.1. The County may terminate this Agreement for any reason and at any time by giving the Licensee 30 days' written notice.

In the event of the Licensee's violation of any of the terms of this Agreement, the County may elect to terminate this Agreement or may allow the Licensee a time to correct such violation. If the violation is not cured to the satisfaction of the County within 30 days after receipt of the written notice of such violation from the County, or such longer period as the County may permit in writing, the County may elect to cure the violation at the Licensee's sole expense, without prejudice to the County's right to terminate this Agreement

34.2. Upon termination of this Agreement for any reason, the Licensee shall have 60 days to remove its Installation(s) from the Licensed Area and restore the Licensed Area and any other affected property to the condition in which it existed as of the Effective Date. In the event the Licensee does not remove its Installation(s) within the time allowed under this paragraph and/or does not comply with the restoration obligations stated in this paragraph, the County, without incurring liability, may remove the Installation(s) and/or restore the affected property at the Licensee's sole expense.

34.3. The Licensee's obligations under this paragraph shall survive termination of this Agreement.

35. REIMBURSEMENT TERMS: All the County's invoices are due 30 days after the date of invoice. If the Licensee fails to reimburse the County within 30 days, the Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus 2.5 percent, or (ii) the maximum rate permitted by law. The Licensee's obligations under this paragraph shall survive termination of this Agreement.

36. NOTICES: Except as otherwise expressly provided in this Agreement, the Parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other Party or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed as follows.

If to the County:
Arapahoe County Open Spaces
6934 S. Lima Street, Suite A
Centennial, CO 80112

with a copy to:
Arapahoe County Attorney's Office
5334 S. Prince Street
Littleton, CO 80120

If to Licensee:
City of Littleton
Attn: City Manager
2255 West Berry Ave
Littleton, CO 80120

If to Denver Water:
City and County of Denver, acting by and through its Board of Water Commissioners
Attention: Director of Engineering-Property
1600 W. 12th Avenue
Denver, CO 80204

37. GENERAL PROVISIONS:

37.1. Construction. This Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties.
37.2. Venue and Governing Law. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of Arapahoe County, State of Colorado. This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to its conflict of laws principles.No Attorneys' Fees and Costs. In the event there is any litigation, mediation, arbitration, or other dispute-resolution proceedings arising out of or related to this Agreement, each Party shall pay for its own attorney(s)' and other professional(s)' fees, costs, and expenses.

37.3. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement shall remain in full force and effect.

37.4. No Waiver. The failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the Agreement's provisions, and, notwithstanding such failure, no Party shall be thereby released from any obligations under the Agreement.

37.5. Non-Business Days. Except as otherwise specifically provided, all periods of time set forth in this Agreement shall be calendar days, not business days. If any date for any obligation under this Agreement falls on a Saturday, Sunday, or a "legal holiday" as such term is defined in Colorado Rule of Civil Procedure 6, then the relevant date shall be extended automatically until the next business day.

37.6. Headings. The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content of the respective paragraph, and shall not be considered part of this Agreement or affect its interpretation.

37.7. Colorado Governmental Immunity Act. The Parties understand and agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as it may be amended from time to time.

37.8. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Licensee and replaces all prior written or oral agreements and understandings. The terms of this Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing signed by all Parties.

37.9. Counterparts and Originals. A copy of the Agreement may be executed by each Party separately, and may be delivered by mail or electronic copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

37.10. Representation of Authority of Signatories. Each individual executing this Agreement on behalf of the Licensee represents and warrants that the execution and delivery of this Agreement and all related documents have been duly authorized by the Licensee for which the individual is signing, and that the individual has the legal capacity to execute and deliver this Agreement and thereby bind the Licensee.

37.11. Effective Date. This Agreement shall become effective on the date it is signed by the County's Open Spaces Director.

38. ~~SPECIAL PROVISIONS: This Agreement is also subject to the following provisions. To the extent that any such provisions listed below are in conflict with any other provisions of this Agreement, the provisions below shall control and supersede them.~~

SIGNATURES FOLLOW ON THE NEXT PAGE

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF ARAPAHOE

By:______________________________

Margina Pingenot, Open Spaces Director,
on behalf of the Board of County Commissioners
pursuant to Resolution No. 26-056

Date:___________

LICENSEE: CITY OF LITTLETON, a home rule municipality of the State of Colorado

By: ________________________________

Kyle Schlachter, Mayor

ATTEST:

By: ________________________________

Colleen Norton, City Clerk

APPROVED AS TO FORM FOR LITTLETON:

By: ________________________________

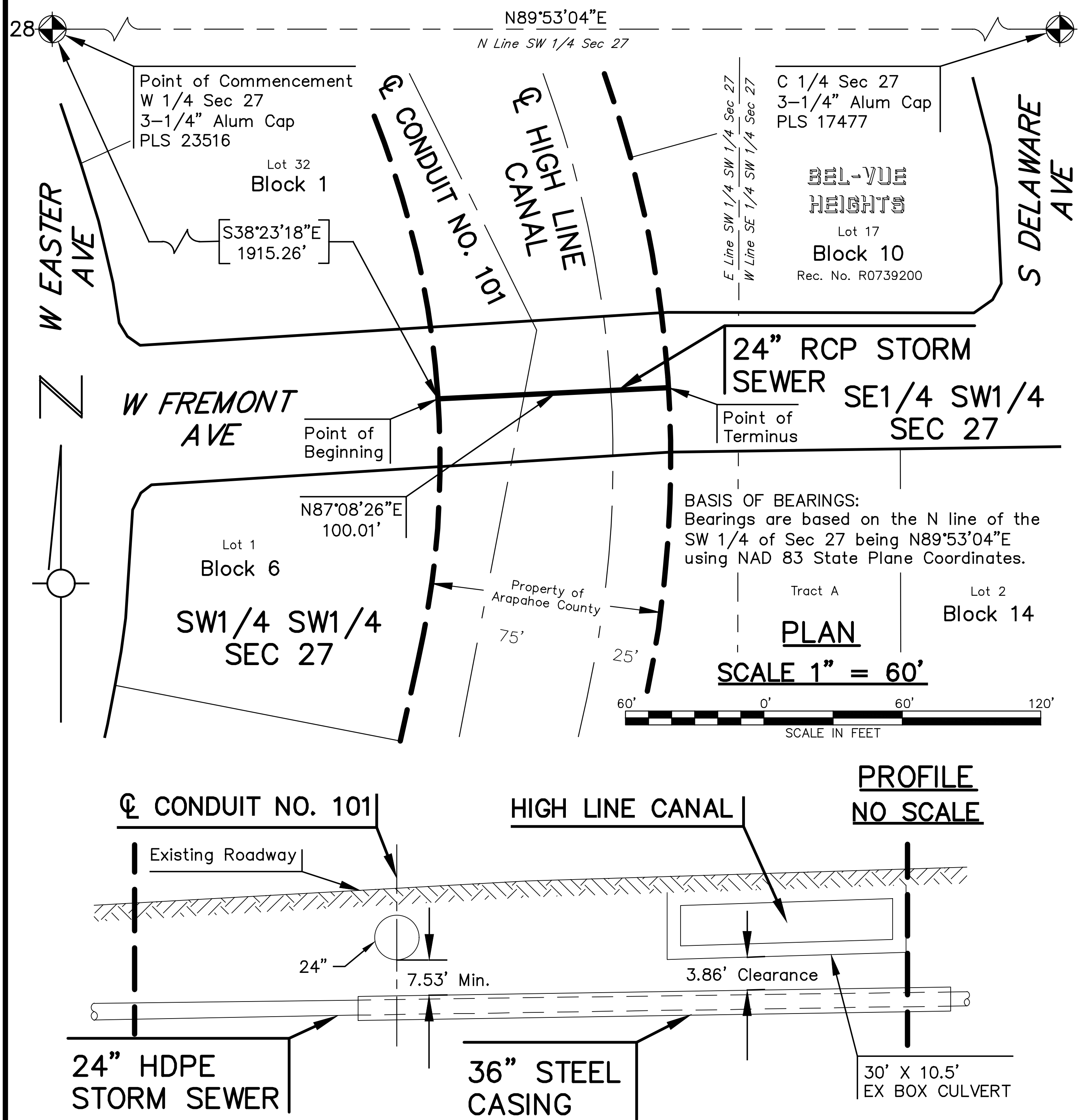
Reid Betzing, City Attorney

EXHIBIT A

EXHIBIT "A"

SW 1/4 SECTION 27, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM

---- ARAPAHOE COUNTY ----



Parcel Map Not P.L.S. Stamped or Certified

LEGEND		HIGH LINE CANAL	DENVER WATER
LICENSE GRANTED PROP OF ARAPAHOE CNTY	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. TRANS NO.	LICENSE GRANTED TO CITY OF LITTLETON FOR A 36" HDPE STORM SEWER	1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org
	DRN. | PM. LW | S. ASE		
	APPD. Alex Scott Engelson		SCALE: AS SHOWN
	SHEET 1 OF 1 SHEET	DATE: JULY 22, 2026	CAD 23268-2_PMGT

D.W.D. PROPERTY MANAGEMENT STANDARDS: 01062023

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

File #: Resolution 59-2026, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Resolution 59-2026: Approving a License Agreement with the City and County of Denver, acting by and through its Board of Water Commissioners, to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities Sarah White, Water Resources Manager
Presentations:	N/A

PURPOSE:
Approval of a License Agreement between the City of Littleton and Denver Water to construct, utilize, maintain, repair and reinstall storm sewer within the West Fremont Avenue Rights-of-Way (“ROW”) that cross the High Line Canal ROW on behalf of the development at 16 W Dry Creek.

LONG-TERM OUTCOME(S) SERVED:
Safe Community; High-Quality Governance

DISCUSSION:
The City of Littleton has recently approved the 173 multi-family unit development at 16 West Dry Creek Circle, via Master Development Plan MDP24-0001 and Site Improvement Plan SIP25-0002 (the “Development”). In conformance with city drainage requirements, the Development is required to construct onsite detention and water quality facilities, these stormwater facilities are then connected to the nearest public stormwater collection system. The Development is proposing to construct a stormwater facility that will convey flows in a 24” storm sewer within West Fremont Avenue ROW to its ultimate outfall into Lee Gulch. A portion of West Fremont Avenue spans the irrigation ditch known as High Line Canal.

For any infrastructure constructed, operated, or maintained within the High Line Canal, a License Agreement must be executed between the High Line Canal owner and the respective jurisdiction(s) or organization(s) that are responsible for the infrastructure. In Littleton, the High Line Canal is owned by the City and County of Denver, acting by and through its Board of Water Commissioners (“Denver Water”), with exception of the current in-process transfer of ownership of portions of the High Line Canal to Arapahoe County (County). With this recent transfer of the High Line Canal ownership to the County, existing or new improvements within the High Line Canal within Arapahoe County will need to be captured going forward through agreements with the County in addition to Denver Water, who retains certain ownership rights.

The Development will be installing a new 24” storm sewer within the West Fremont Avenue ROW which will ultimately be owned and maintained by the City of Littleton after final acceptance. The License Agreement will therefore be issued to the City of Littleton.

BACKGROUND:
In order for infrastructure to be constructed within the High Line Canal ROW, a License Agreement is required to be executed between the High Line Canal owner and the respective jurisdiction(s). The license agreement will allow for the construction, utilization, maintenance, repair and reinstallation of the proposed storm sewer. The City of Littleton intends to accept the public storm sewer being constructed by the development located at 16 W Dry Creek Circle.

The cost of the license agreement with Denver Water is $3,435.00 and has already been paid by the development located at 16 West Dry Creek Circle.

<u>Prior Actions or Discussions</u>
November 11, 2024: Littleton Planning Commission approved Master Development Plan, MDP24-0001.

February 12, 2026: Site Development Plan, SIP25-0002, was recorded.

FISCAL IMPACTS:
There are no additional fees to be collected for the license agreement with Denver Water.

STAFF RECOMMENDATION:
Staff recommends approval of the License Agreement.

ALTERNATIVES:
If the license agreement is not approved, the project located at 16 W Dry Creek will not be able to connect the onsite storm sewer to the public system.

PROPOSED MOTION:
I move to approve Resolution 59-2026, approving a License Agreement with the City and County of Denver, acting by and through its Board of Water Commissioners, to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way.

CITY OF LITTLETON, COLORADO

Resolution No. 59

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING A LICENSE AGREEMENT WITH THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS, TO CONSTRUCT, UTILIZE, MAINTAIN, REPAIR AND REINSTALL STORM SEWER WITHIN THE WEST FREEMONT AVENUE RIGHTS-OF-WAY THAT CROSS THE HIGH LINE CANAL RIGHTS-OF-WAY

WHEREAS the council, by resolution, may enter into contracts with other governmental bodies to furnish or receive government services, to make or pay charges for such services, or enter into cooperative or other joint activities with other governmental bodies; and

WHEREAS the development known as 16 W Dry Creek ("Development") is a new multifamily community approved with land use cases MDP24-0001 and SIP25-0002; and

WHEREAS Development will need to construct a 24" storm sewer within the West Fremont Avenue Rights-of-Way ("ROW") to convey drainage from the proposed stormwater facility; and

WHEREAS the City and County of Denver, acting by and through its Board of Water Commissioners, have ownership interest in the property known as the High Line Canal; and

WHEREAS Development must cross High Line Canal ROW in order to discharge storm runoff into the most adjacent drainageway, Lee Gulch; and

WHEREAS the City of Littleton will own and maintain the Development's constructed storm sewer within West Fremont Avenue ROW upon final acceptance; and

WHEREAS the City of Littleton desires to enter into a license agreement with the City and County of Denver, acting by and through its Board of Water Commissioners, to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue ROW that cross the High Line Canal ROW as further set forth in Exhibit "A"; and

WHEREAS the license agreement fee plus any associated administrative and review fess will be fully paid by Development owner;

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

The license agreement between the City of Littleton and the City and County of Denver, acting by and through its Board of Water Commissioners, to construct, utilize, maintain, repair and reinstall storm sewer within the West Freemont Avenue Rights-of-Way that cross the High Line Canal Rights-of-Way in substantially the same form as Exhibit “A”, is approved and the Mayor is hereby authorized to execute the license agreement.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 1st day of September 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

____________________________	____________________________
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

____

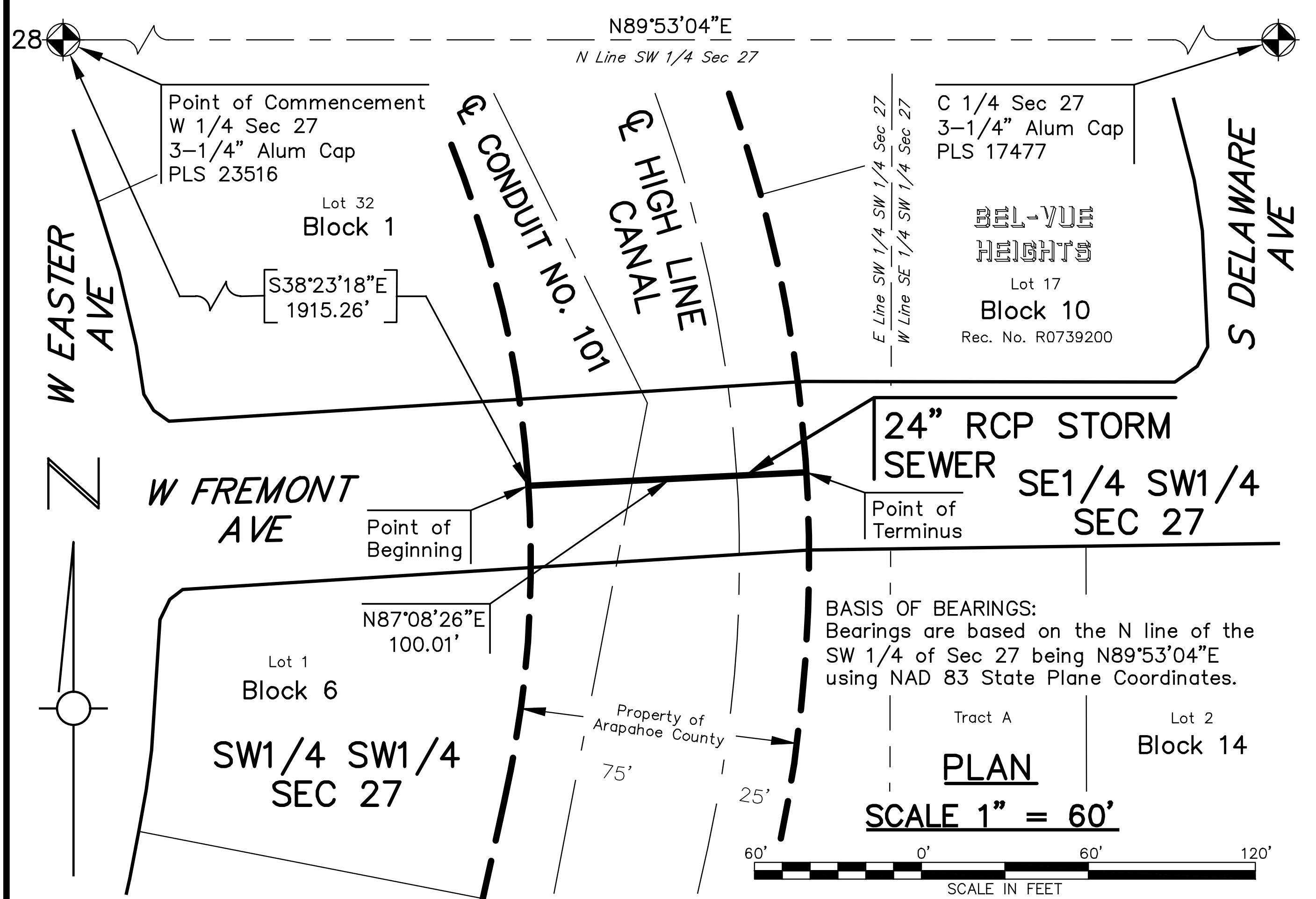
Reid Betzing
CITY ATTORNEY

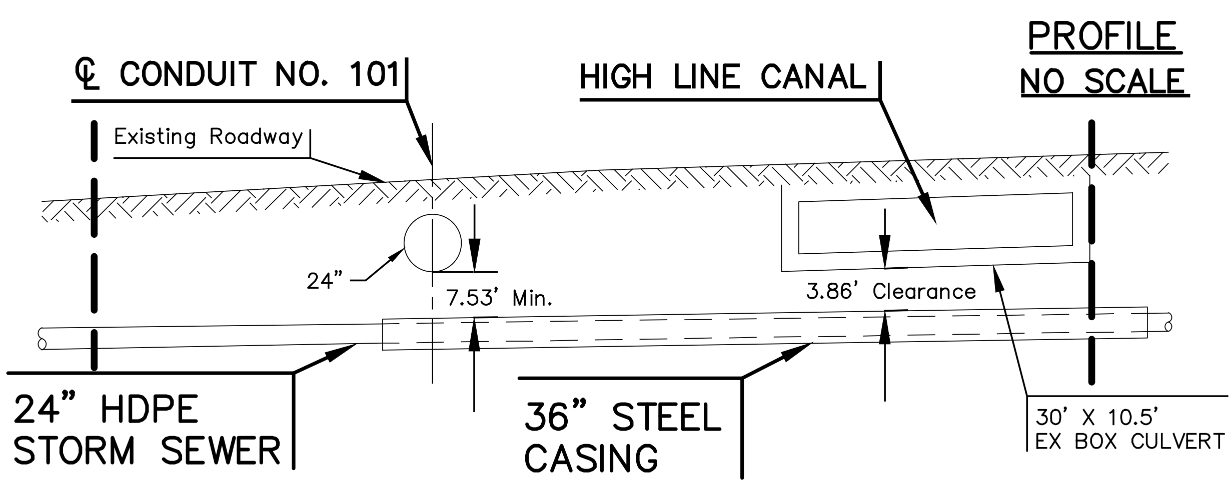
CITY OF LITTLETON, COLORADO
A MODERN CITY IN THE WESTERN TRADITION
SEAL
INCORPORATED
1890

EXHIBIT "A"

SW 1/4 SECTION 27, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM

---- ARAPAHOE COUNTY ----





Parcel Map Not P.L.S. Stamped or Certified

LEGEND	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. TRANS NO.	HIGH LINE CANAL LICENSE GRANTED TO CITY OF LITTLETON FOR A 36" HDPE STORM SEWER	DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org
LICENSE GRANTED PROP OF ARAPAHOE CNTY	DRN. | PM. LW | S. ASE		
	APPD. Alex Scott Engelson		SCALE: AS SHOWN
	SHEET 1 OF 1 SHEET	DATE: JULY 22, 2026	CAD 23268-2_PMGT

D.W.D. PROPERTY MANAGEMENT STANDARDS: 01062023

AGREEMENT DATE:________________
(To be completed by Denver Water – Property Management)

LICENSE AGREEMENT

Contract Control No. 506676

THIS LICENSE AGREEMENT ("**Agreement**") is made between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, a municipal corporation of the State of Colorado, ("**Board**") and the CITY OF LITTLETON, a home rule municipality of the State of Colorado ("**Licensee**"). The term "**Licensee**" includes employees, agents, and contractors of the Licensee. Each party to this Agreement may be referred to individually as "**Party**," and collectively as "**Parties**." The Parties agree as follows:

AGREEMENT

1. GRANT: The Board, for itself and its successors and assigns, subject to the covenants hereinafter set forth, does hereby authorize the Licensee to construct, utilize, maintain, repair, and reinstall (collectively "**Work**") ONE (1) 24-INCH HDPE STORM SEWER PIPE IN 36" STEEL CASING ("**Installation**") within and across the Board's Easements reserved for water works purposes in the Deed of Conservation Easement for the High Line Canal recorded at Arapahoe County Clerk and Recorder's Office at Reception No. E4036703 and the Quit Claim Deed recorded at Arapahoe County Clerk and Recorder's Office at Reception Nos E4036709, the location of which is described on the Board's CAD drawing 22985-3 included in the attached and incorporated **Exhibit A** ("**Licensed Area**"). The Licensee shall maintain a copy of this Agreement on the job site during any Work authorized by this Agreement.

2. LICENSE FEE AND OTHER COSTS: The Licensee shall pay the Board a license fee specified by the Board for the rights granted by this Agreement ("**License Fee**"). The License Fee includes eight hours of inspection time by the Board. The Licensee shall be responsible and shall reimburse Denver Water for any additional inspection time and any other costs and expenses incurred by Denver Water in connection with the License.

3. PAST RIGHTS AND CONVEYANCES: The rights and privileges granted in this Agreement are subject to all prior agreements, licenses, leases, grants, permits, rights-of-way, reservations, and conveyances, whether recorded or unrecorded, related to the Licensed Area.

4. BOARD'S RETAINED INTERESTS: The Board reserves unto itself, its successors and assigns, the right to make full use of the Licensed Area as may be necessary or convenient in the operation, maintenance, installation, repair, removal, replacement, or relocation of any of its "**Facilities**," which term shall include, but not be limited to, water works plants and systems, utilities, and water and other pipes under the control of the Board and all of their underground and surface appurtenances. By way of example and not by way of limitation, the intent is to include (i) mains and conduits within the term "**pipeline(s)**," and (ii) valves, vaults, manholes, electric or other related control systems, underground cables, wires, connections, ventilators, and the like within the term "**appurtenance(s)**."

The Board retains all right to operate, maintain, repair, remove, relocate, or install any of its Facilities within the Licensed Area at any time and in such a manner as it deems necessary or convenient. The Board will make reasonable attempts not to damage the Installation(s); however, should damage occur, the Board will not be responsible for any such damage.

In the event the Installation(s) interferes with the Board's use, maintenance, or operation of its Facilities, the Board it its sole discretion may require the Licensee to relocate, rearrange, modify, or remove the

Installation(s) at Licensee's sole expense. Licensee shall relocate, rearrange, or modify the Installation(s) within a timeframe and in compliance with the requirements that the Board designates, or Licensee may terminate this Agreement.

Nothing in this Agreement shall imply that any ownership interest of the Licensed Area is being conveyed to the Licensee.

5. PRE-WORK INSPECTION: Licensee shall notify the Board at least fifteen (15) days prior to the commencement of any construction work so that the Board may make any inspections of the Licensed Area the Board deems necessary before such work begins.

6. PRE-WORK NOTICE: Licensee shall notify the Board's Water Distribution Supervisor during regular working hours at 303-628-6878 or 303-517-4664 at least forty-eight (48) hours prior to commencing any construction work within the Licensed Area so that the Board may have an inspector present during such work. In the event of an emergency, the Licensee shall notify the Board at 303-628-6801 (Dispatch).

7. PROOF OF LOCATES: Licensee shall obtain, or require its contractors and any subcontractors to obtain, proof of clear locates for all work in connection with this Agreement in compliance with applicable law.

8. WORK PLANS AND SPECIFICATIONS: Any Work initiated under this Agreement shall be performed and completed at no expense to the Board according to the plans and specifications approved by the Board in writing and in compliance with all applicable Board standards. The Licensee represents and warrants that initial Installation(s) authorized by this Agreement shall be constructed in accordance with the plans and specifications identified as Denver Water Plan# 22985 16 W Dry Creek Apartments Off Site Storm Plan and Profile and dated 6/11/2026.

8.1. Different Location. If any Installation(s) location is reasonably determined by the Board to be materially different from the approximated location shown on any plans and specifications approved by the Board, the Board may require Licensee to undertake corrective work at Licensee's sole expense. If the Board does not require corrective work, the Board may notify the Licensee of such determination, and this Agreement shall be deemed amended, effective as of the date of the Board's notice and without further action by the Parties.

8.2. Right to Inspect. The Licensee shall notify the Board upon completion of any construction work; upon receipt of such notice, the Board may elect to inspect such work and require Licensee to undertake corrective work at Licensee's sole expense if the work fails to conform to the approved plans and specifications, Board's applicable standards, federal, state or local laws, or any applicable industry standards.

9. RIGHT TO SUSPEND WORK: Notwithstanding any other provision in this Agreement, the Board has the right to suspend the performance of any Work under this Agreement without any liability if the Board, in its sole discretion, determines that the Licensee or any of its contractors or any subcontractors failed to comply with the terms of this Agreement. The Board shall not be liable for any delays in the completion of the work that result from the suspension under this paragraph.

10. OWNERSHIP; OPERATION & MAINTENANCE OF INSTALLATION: Licensee shall own the Installation(s) and shall ensure that the same is operated and maintained, at no expense to the Board, in

good repair and in full compliance with all federal, state, and local laws, permitting requirements, and applicable industry and Board standards until this Agreement is terminated.

11. BOARD'S ACCESS: The Licensee shall conduct all Work in such a manner that the Board shall have full and complete access to the Licensed Area at all times. The Licensee shall not obstruct any access roadways or ingress to or egress from such roadways.

12. CURB CUT AND TRANSITION DETAIL: Licensee shall construct and maintain all necessary, in the opinion of the Board, curb cuts from the Installation(s) to any roadways and any access roads at no expense to the Board. All such access roads and curb cuts shall be depicted on the plans and specifications provided to the Board, shall be at locations approved in writing by the Board, and shall comply with the Board's curb cut detail, a copy of which is attached as **Exhibit B**. The Licensee shall not obstruct Board roadways or ingress to or egress from such roadways.

13. DETOURS: Licensee shall take whatever steps are necessary to route traffic during any Work and provide directions through the use of signs. Any of the Board's roads or acceptable alternatives must be open and accessible to the Board's personnel and equipment at all times.

14. TRENCHES AND EXCAVATIONS: All trenches, excavations, backfill and tamping shall be in accordance with the then-current applicable Board's Engineering Standards and Capital Project Construction Specifications and subject to approval by the Board's representative.

~~15. UNDERGROUND LINES: Underground electric power line installations shall be encased in rigid steel conduit and/or concrete within the Licensed Area. The Facilities must not be included in any concrete encasement.~~

~~16. MARKER POSTS: The Licensee shall place two permanent marker posts, one at each end of the Installation(s) and on its centerline, to the satisfaction of the Board's representative. Each permanent marker post shall be filled with concrete and installed to allow a three-foot extension above the surface of the ground. The marker posts shall extend a minimum of two feet below the surface of the ground and be encased in concrete. Each marker post shall have the type, size, and depth of the Installation clearly marked with 1½-inch stenciling.~~

17. SERVICE LINES: All service lines within the Licensed Area shall be installed in a manner satisfactory to the Board's representative.

~~18. OVERHEAD CLEARANCE: Licensee shall maintain a minimum overhead clearance of 25 feet over the Board's Easement. No portion of the Installation(s) shall extend below the stringers of any bridge to which it is attached.~~

19. ENVIRONMENTAL: Licensee shall comply with all applicable laws and ordinances and all rules, regulations, and requirements of any governmental authority controlling environmental standards and conditions of the Licensed Area. If, as a result of Licensee's occupancy of the Licensed Area, any such law, ordinance, rule or regulation is violated, the Licensee shall, if and to the extent permitted by law, protect, save harmless, defend, and indemnify the Board from and against any penalties, fines, costs and expenses including legal fees and court costs incurred by the Board, caused by, resulting from or connected with such violation or violations. In addition, but without limiting the foregoing, the Licensee shall comply with the following:

19.1. Hazardous Material. Licensee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Licensed Area by the Licensee, its agents, employees, or contractors without the express written permission of the Board.

19.2. Indemnification. If the Licensee breaches the obligations stated in the preceding subparagraph, or if the presence of the Hazardous Material on the Licensed Area caused or permitted by the Licensee results in contamination of the Licensed Area, or if contamination of the Licensed Area by the Hazardous Material otherwise occurs for which the Licensee is legally liable to the Board, then the Licensee shall, if and to the extent permitted by law, indemnify, defend and hold the Board harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Licensed Area, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Licensed Area, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such contamination. This indemnification of the Board by the Licensee, if and to the extent permitted by law, includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because the Hazardous Material is present in the soil or ground water on or under the Licensed Area.

19.3. Cleanup. If the presence of any Hazardous Material on the Licensed Area caused or permitted by the Licensee results in any contamination of the Licensed Area, the Licensee shall, at its sole expense and after obtaining the Board's written approval, promptly take all actions that are necessary to clean the contamination and return the Licensed Area to the condition existing prior to the introduction of any such Hazardous Material to the Licensed Area. The clean-up of the contamination shall be in compliance with all applicable state and federal standards.

19.4. Definitions. The term "**Hazardous Material**" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States. The term "Hazardous Material" includes without limitation any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321); (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601); or (vi) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

20. ENDANGERED SPECIES ACT: Certain Board properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act ("**ESA**"). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

21. TREES: The Licensee shall provide means, acceptable to the Board, to protect the existing trees from any damage or disruption caused by any Work. If the Work requires clearance, trimming, or complete removal of trees located within Licensed Area, Licensee must obtain prior written permission from the Board's Manager of Recreation. Licensee will be responsible for all cleanup of any trimmings and the removal of logs, branches, limbs, and other debris. Licensee shall replace any trees and other vegetation

(including re-seeding) removed or damaged due to any Work in accordance with the Board's tree replacement standard described in the attached and incorporated **Exhibit C**.

22. WATER FLOW AND DISCHARGE: The Licensee shall not interfere with the flow of water in the Board's Facilities and shall assume all risks incident to the presence of water in the Facilities. The Licensee shall not discharge water into or upon any of the Licensed Area or Facility. The Licensee shall provide for carriage of any water over or across the Licensed Area or Facility in a manner satisfactory to the Board's representative.

23. CANALS/DITCHES:

23.1. Clean Water Act. The High Line Canal between Sand Creek and the most westerly unnamed drainage located in Section 34 constitutes jurisdictional "Waters of the United States," subject to the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*). Licensee shall be responsible for complying with the federal Clean Water Act and obtaining any necessary permit(s) from the proper regulatory authority prior to conducting its activity. Licensee shall supply the Board with documentation providing that such authority has been obtained or that such permission is not required by the regulatory authority.

23.2. Recreation. The Board has authorized certain recreational activities along and within the High Line Canal property. In addition to all other notices required by this Agreement, at least forty eight (48) hours prior to the commencement of any Work within the Licensed Area, the Licensee shall notify the South Suburban Parks and Rec District, at 303-953-7629; and the High Line Canal Conservancy at 720-767-2452. All paved trails and other recreational improvements within the Licensed Area shall be restored to their pre-existing condition to the satisfaction of the Recreational Use Entity. Licensee shall comply with all said Entity's requirements that said Entity deems necessary to ensure the safety of the general public and to minimize interference with recreational use on the Licensed Area.

23.3. Irrigation. The irrigation season is from April 1st until November 1st each year and diverted water may be flowing in the High Line Canal during this time. Additionally, water may be flowing in the Canal other times during the year. No Work may be undertaken during April 1st through November 1st unless special authorization is obtained from the Board's Director of Operations and Maintenance prior to the commencement of said construction.

23.4. Cut-off Walls. Licensee shall place reinforced concrete cut-off walls at locations determined by the Board as shown on the plans and specifications identified in Paragraph 8 above. Each cut-off wall shall be constructed in accordance with the Board's then-current **Capital Projects Construction Standards 4th Edition dated July 2021 CPCS Detail Number 33214/Ditch or Canal Crossing**, as they may be updated and revised from time to time, and the excavation, forming, and steel placement of each cut-off wall shall be inspected and approved in writing by the Board's representative prior to placement of concrete.

24. CLEANUP AND RESTORATION: The Licensee will use all reasonable means to prevent any loss or damage to the Board or to others resulting from the construction, operation, maintenance, repair, modification, replacement, or removal of the Installation(s).

24.1. Within twenty (21) days from the date of completion of any Work, the Licensee shall clear the Licensed Area and any other affected property of all construction debris and shall restore the Licensed Area and any other affected property and any damaged roads and fencing to the condition in which they existed as of the Effective Date as nearly as may be possible to the satisfaction of the Board's representative. Restoration and clearing of the surface shall include, but not be limited to, replacement of the topsoil in cultivated and agricultural areas, removal of any excess earth resulting from the Work, and/or reseeding described in the then current **Capital Projects Construction Standards Section 32 91 00 Planting Preparation and Section 32 92 00 Turf and Grasses**. Restoration of the roads shall include, but is not limited to, resurfacing.

24.2. If the Licensee does not restore and clear the Licensed Area and any other affected property to the satisfaction of the Board and/or within the timeframe set forth in subparagraph 24.1, the Board may complete the clearing and/or perform the restoration at the sole expense of the Licensee.

24.3. Any repair or replacement of any of the Facilities, other than roads and fencing, made necessary in the opinion of the Board's representative because of any Work performed pursuant to this Agreement, shall be made by the Board at the sole expense of the Licensee.

24.4. Licensee's obligations under paragraph 24 shall survive termination of this Agreement.

25. NO LIENS: The Licensee shall pay for all materials joined or affixed to the Licensed Area, shall pay in full all persons who perform labor upon the Licensed Area, and shall obtain and provide to the Board lien releases for all such materials and labor. The Licensee shall not permit any mechanic's or materialman's lien of any kind or nature to be enforced against the Licensed Area for any Work done and materials furnished on the Licensed Area at the instance, request, or on behalf of Licensee.

26. INSURANCE: The Licensee shall maintain or shall contractually require all contractors and subcontractors performing work within the Licensed Area to maintain the following insurance covering all operations, goods, and/or services related to, and/or work performed pursuant to, this Agreement, in full force and effect for the duration of any work related to this Agreement. The Licensee's obligations under this paragraph shall survive termination of this Agreement.

26.1. Commercial General Liability Insurance. This insurance shall contain liability assumed under an "insured contract" with a combined single limit of a minimum of $2,000,000 per each occurrence and an aggregate limit of at least $5,000,000. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not be limited to, bodily injury and property damage, personal injury, and products and completed operations hazards.

26.2. Business Automobile Liability Insurance. Automobile liability insurance as required by Colorado law.

26.3. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation and Employers' Liability Insurance covering all employees, wherever they may be in the United States of America, so long as they are engaged in the work covered by this Agreement. Each policy or policies shall cover the entire liability of each insured as determined by the Workers' Compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain the same, a waiver of insurer's right of subrogation against the Board for payments made to or on behalf of employees of each insured. Employer's Liability Insurance shall provide Part B coverage with limits of not less than $500,000 per each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

~~26.4. Contractors Pollution Liability Insurance. This insurance shall include contractual liability and provide third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed. The amount of such coverage shall be no less than $5,000,000 per occurrence and aggregate.~~

26.5. Additional Insured. All liability insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners as an Additional Insured evidenced by a copy of the Additional Insured Endorsement, attached to the Certificate of Insurance on such insurance policies.

26.6. Certificate of Insurance. Upon request by the Board, Licensee shall furnish to the Board, as evidence of the insurance coverage required by this License, a certificate of insurance satisfactory to the Board, showing that insurance, in the above-stated kinds and minimum amounts, has been secured and maintained. Failure to provide proof of insurance, as required, may result in License cancellation.

26.7. Primary Coverage. Contractor's General Liability and Automobile Liability insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the Board. The General Liability and Automobile Liability insurance or self-insurance of the Board shall be in excess of any insurance provided under this Agreement.

26.8. Waiver of Subrogation. Licensee waives all rights of subrogation against the Board for the recovery of damages to the extent such damages are or would be covered by the General Liability and Automobile Liability insurance specified herein.

27. APPROVAL OF CONTRACTORS: Prior to commencing any work under this Agreement, the Licensee shall submit to the Board a list of all contractors and subcontractors that will be performing the work in connection with this Agreement; no work may commence until the Board, in its sole and absolute discretion, has approved such contractors and subcontractors in writing. The Licensee understands and agrees that only those contractors and subcontractors whose operations are covered by the insurance required by this Agreement and that have been pre-approved by the Board as required by this Agreement are authorized to work upon or about the Licensed Area. Licensee shall require its agents, employees, and all approved contractors and subcontractors performing work pursuant to this Agreement to comply with each of the terms and conditions thereof.

28. INDEMNIFICATION: The Licensee shall be responsible for its own errors, acts, omissions, and negligence in connection with this Agreement. The Licensee shall also contractually require all contractors and/or subcontractors performing work pursuant to this Agreement to defend, indemnify, and hold harmless the Board, its officers, members, managers, agents, and employees against any liability, loss, damage, injury, death, demand, claim, action, cause of action, or expense of whatever nature, kind, or description (including court costs and attorneys' fees), directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement (including, but not limited to, Licensee's obligations in Paragraph 19 of this Agreement), any rights or interests granted pursuant to this Agreement, occupation and use of the Licensed Area by the Licensee and such contractors and/or subcontractors, any act or omission of the

Licensee and such contractors and/or subcontractors, as well as each of their officers, directors, members, managers, and employees. Licensee's obligations under this paragraph shall survive termination of this Agreement.

29. RISK OF LOSS: All personal property, including, but not limited to, fixtures, equipment, or related materials upon the premises will be at the risk of Licensee only, and the Board shall not be liable for any damage thereto or theft thereof.

30. NO ASSIGNMENT; NO RECORDING: The Licensee agrees and understands that privileges granted by this Agreement are personal to the Licensee, that this Agreement does not grant Licensee any property interest in the Licensed Area, and that this Agreement shall not inure to or for the benefit of the Licensee's successors or assigns. The Licensee shall not assign this Agreement and shall not record this Agreement.

31. ABANDONMENT: If the Licensee does not use the right herein granted or its Installation for a period of one (1) year, the Board may, at its election, consider the rights granted hereunder abandoned and terminate this Agreement by giving the Licensee thirty (30) days' written notice.

32. TERMINATION:

32.1. The Board may terminate this Agreement for any reason and at any time by giving the Licensee thirty (30) days' written notice.

32.2. In the event of the Licensee's violation of any of the terms of this Agreement, the Board may elect to terminate this Agreement or may allow the Licensee a time to correct such violation. If the violation is not cured to the satisfaction of the Board within thirty (30) days after receipt of the written notice of such violation from the Board, or such longer period as the Board may permit in writing, the Board, may elect to cure the violation at Licensee's sole expense, without prejudice to the Board's right to terminate this Agreement.

32.3. Upon termination of this Agreement for any reason, the Licensee shall have sixty (60) days to remove its Installation(s) from the Licensed Area and restore the Licensed Area and any other affected property to the condition in which it existed as of the Effective Date. In the event the Licensee does not remove its Installation(s) within the time allowed hereunder and/or does not comply with the restoration obligations stated in this paragraph, the Board, without incurring liability, may remove the Installation(s) and/or restore the affected property at Licensee's sole expense.

32.4. Licensee's obligations under this paragraph shall survive termination of this Agreement.

33. REIMBURSEMENT TERMS: All Board's invoices are due thirty (30) days after the date of invoice. If Licensee fails to reimburse the Board within such thirty (30) days, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in The Wallstreet Journal in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law. Licensee's obligations under this paragraph shall survive termination of this Agreement.

34. NOTICES: Except as otherwise expressly provided in this Agreement, the Parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed as follows.

If to the Board:
City and County of Denver, acting by and
through its Board of Water Commissioners
Attention: Chief Engineering Officer
1600 W. 12th Avenue
Denver, CO 80204

with a copy to:
City and County of Denver, acting by and
through its Board of Water Commissioners
Attention: Director of Engineering-Property
1600 W. 12th Avenue
Denver, CO 80204

If to Licensee:
City of Littleton
Attn: City Manager
2255 West Berry Ave
Littleton, CO 80120

35. GENERAL PROVISIONS:

35.1. Construction. This Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties.

35.2. Venue and Governing Law. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of the City and County of Denver, State of Colorado. This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to its conflict of laws principles.

35.3. No Attorneys' Fees and Costs. In the event there is any litigation, mediation, arbitration or other dispute resolution proceedings arising out of or related to this Agreement, each Party shall pay for its own attorney(s)' and other professional(s)' fees, costs and expenses.

35.4. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement shall remain in full force and effect.

35.5. No Waiver. The failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the Agreement's provisions, and, notwithstanding such failure, no Party shall be thereby released from any obligations under the Agreement.

35.6. Non-Business Days. Except as otherwise specifically provided, all periods of time set forth in this Agreement shall be calendar days, not business days. If any date for any obligation under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date shall be extended automatically until the next business day.

35.7. Headings. The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof, and shall not be considered part of this Agreement or affect its interpretation.

35.8. Governmental Immunity Act. The Parties understand and agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as it may be amended from time to time.

35.9. Article X of the Charter. This Agreement is made under and conformable to the provisions of the Charter of the City and County of Denver, which control the operation of the Denver Municipal Water System, consisting of Article X of said Charter. Insofar as applicable, said Charter provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provision otherwise contained in this Agreement.

35.10. Entire Agreement. This Agreement constitutes the entire agreement between the Board and the Licensee and replaces all prior written or oral agreements and understandings. The terms of this Agreement may not be changed, waived, modified or varied in any manner whatsoever unless in writing signed by all Parties.

35.11. Counterparts and Originals. A copy of the Agreement may be executed by each Party, separately, and may be delivered by mail or electronic copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

35.12. Representation of Authority of Signatories. Each individual executing this Agreement on behalf of the Licensee represents and warrants that the execution and delivery of this Agreement and all related documents have been duly authorized by the Licensee for which the individual is signing, and that the individual has the legal capacity to execute and deliver this Agreement and thereby bind the Licensee.

35.13. Effective Date. This Agreement shall become effective on the date it is signed by the Board's Director of Engineering-Property and Distribution.

36. SPECIAL PROVISIONS: This Agreement is also subject to the following provisions. To the extent that any such provisions listed below are in conflict with any other provisions of this Agreement, the provisions below shall control and supersede them.

36.1. **Licensee shall require any contractors and/or subcontractors performing the work related to this Agreement to obtain valid locates of the Board's conduit and any other utilities in the area. Licensee shall require any contractors and/or subcontractors performing the work related to this Agreement to: (a) pothole and/or use other nondestructive means of excavation to identify underground facilities; (b) visualize Board's conduit prior to and during any underground boring, drilling, excavation, and installation; and (c) maintain an 18-inch vertical clearance when crossing the Board's conduit.**

THIS LICENSE AGREEMENT shall become effective on the date it is signed by the Board's Director of Engineering-Property and Distribution.

APPROVED:

By: ______________________________
Gary W. Boothe
Manager of Real Estate

CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS

By: ______________________________
Amy Heidema
Director of Engineering-
Property and Distribution

Date: ___________________________

APPROVED AS TO FORM:

By: ____________________________
Office of General Counsel

REGISTERED AND COUNTERSIGNED:

By: _________________________________
Timothy M. O'Brien, CPA
Auditor

Contract Control No:___506676_________

Date: ______________________________

APPROVED AS FORM FOR LITTLETON:

By:______________________________
Reid Betzing, City Attorney

LICENSEE: CITY OF LITTLETON, a home rule municipality of the State of Colorado

By: ______________________________
Kyle Schlachter, Mayor

ATTEST:

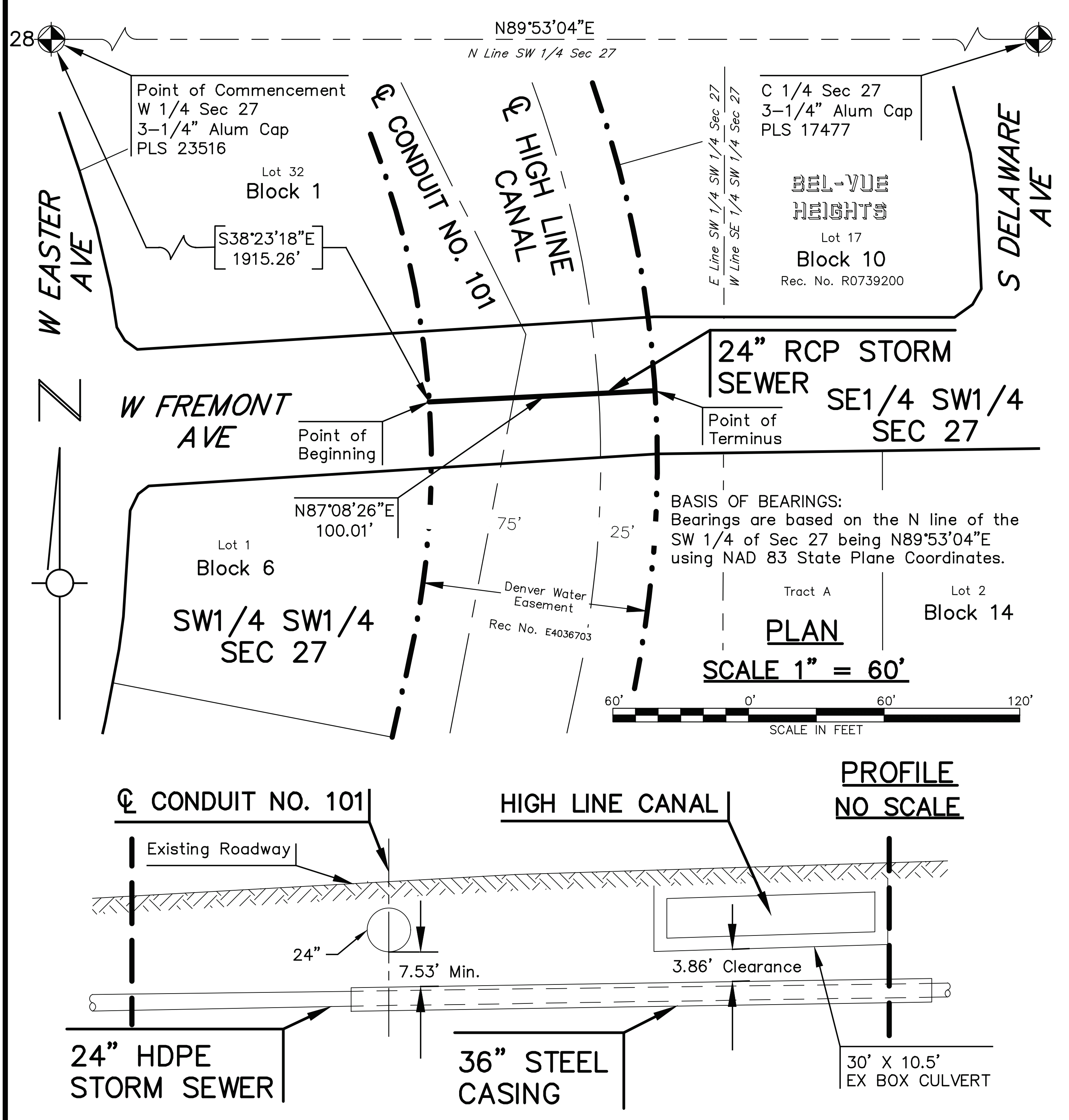
By:_______________________________
Colleen Norton, City Clerk

Standard License
Revised by OGC 01/26/2024

EXHIBIT "A"

SW 1/4 SECTION 27, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM

---- ARAPAHOE COUNTY ----

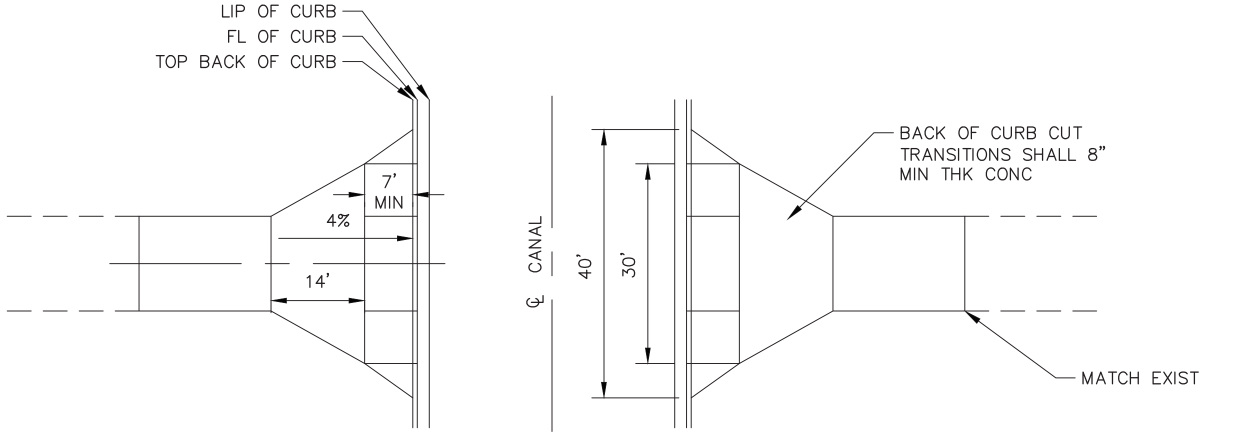


Parcel Map Not P.L.S. Stamped or Certified

LEGEND LICENSE GRANTED BNDRY EXISTING DW ESMT	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. TRANS NO. DRN. | PM. LW | S. ASE APPD. Alex Scott Engelson SHEET 1 OF 1 SHEET	CONDUIT NO. 101 LICENSE GRANTED TO CITY OF LITTLETON FOR A 36" HDPE STORM SEWER DATE: JULY 22, 2026	DENVER WATER 1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org SCALE: AS SHOWN CAD 22985-3_PMGT

D.W.D. PROPERTY MANAGEMENT STANDARDS: 01062023

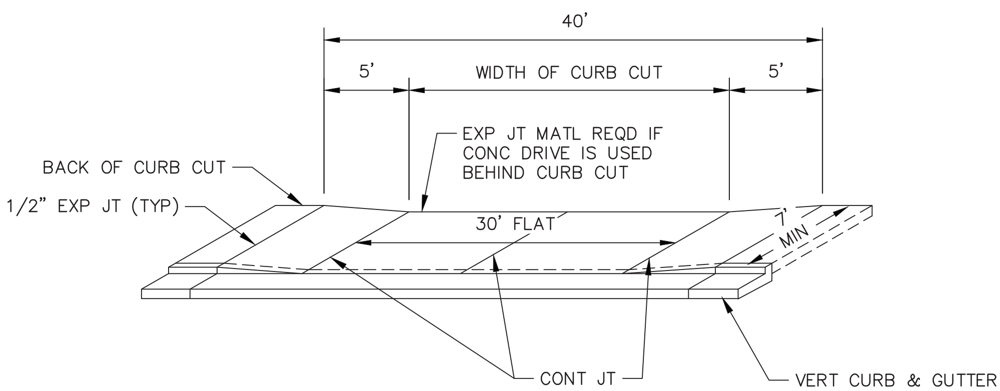
EXHIBIT B



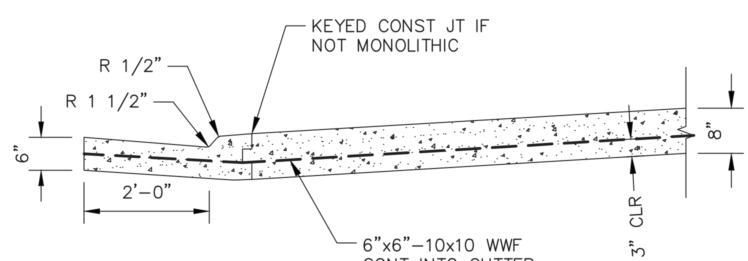
PLAN

NOTE:

ALL CURB CUT AND TRANSITIONS SHALL BE ABLE TO HANDLE 50,000 LB LOAD RATES.



ISOMETRIC



CROSS SECTION THROUGH CURB CUT

DRAWN BY: *GEISSLER*	*HIGH LINE CANAL CURB CUT AND TRANSITION*	**DENVER WATER**
CHKD BY: *M TURNEY/*		1600 West 12th Ave Denver, Colorado 80204-3412 T: 303.628.6000 F: 303.628.6851 denverwater.org
APPD BY:		
ORIGINATION DATE: *MARCH 2021*		
REVISION DATE:		

EXHIBIT C

DENVER WATER'S HIGH LINE CANAL
TREE REPLACEMENT STANDARD

Denver Water shall be reimbursed for any tree removed from the High Line Canal property. Costs for tree reimbursement is based on current average tree wholesale prices and current Denver Water labor and equipment costs, and are as follows:

$200.00 per caliper inch of total tree trunk diameter for deciduous trees

$140.00 per linear foot in height for conifer trees

Tree reimbursement fees paid to Denver Water shall be assessed according to the following ratio:

> ***For every four inches of total diameter or linear foot removed, one-inch of total diameter or linear foot shall be reimbursed.***

Prior to removal of any tree, coordination with Denver Water's High Line Canal Representative to establish total reimbursement amount is required.

File #: Resolution 50-2026, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Resolution 50-2026: Approving an amendment to a subaward agreement with Denver Regional Council of Governments (DRCOG) for building decarbonization policy work

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities Laura Rosenbaum, Sustainability Coordinator
Presentations:	N/A

PURPOSE:
To seek council approval of an amendment to the subaward agreement with Denver Regional Council of Governments (DRCOG) to advance energy efficiency and sustainability goals by utilizing funds for technical assistance and additional staff capacity to conduct critical evaluations, develop tailored strategies, and draft policies.

LONG-TERM OUTCOME(S) SERVED:
Sustainable Community with Natural Beauty

DISCUSSION:
Littleton is proposing an amendment to the BPC subaward with DRCOG. With this funding, Littleton would like to hire a temporary position: an Energy and Sustainability Specialist. This new use of funds will allow for a successful building decarbonization program, as current staff lack the capacity to do this work, even with a consultant. To add this position, the baseline energy assessment is still in scope, but is considered an added provision and possibility as time and funding allow. DRCOG is conducting a similar study, and due to the changed nature of that timeline from external factors, Littleton does not want to pursue a study if that will "reinvent the wheel." Ideally, Littleton planned to model a study based on gaps in DRCOG's findings - ultimately working to further the research. However, with timeline changes, Littleton no longer has enough time and information to conduct the study with the same efficiency and efficacy. As such, Littleton requests an amendment to make the most use of these funds before September 30, 2029. Littleton would still like to include an option to explore a baseline energy assessment, but it would depend on time and funds with an added position, as well as what findings DRCOG has from their work.

Even with the added position, Littleton will still go through a formal procurement process to recruit highly qualified consultants who possess the specialized knowledge required to assess energy performance, evaluate building codes, and provide input on ordinances to drive meaningful change. These experts will work closely with the city and the newly hired temporary position to provide critical policy recommendations, technical research, and data-driven strategies to ensure that the city's efforts to reduce energy consumption, improve building performance, and reduce greenhouse gas (GHG) emissions are grounded in data and best practices.

Littleton will work toward the following goals from this project: Align climate models and goals with preliminary models and work in tandem with Littleton plans as they are finalized; Adopting, with possible exceedance, Colorado's Low Energy and Carbon Code; Exploration of embodied carbon city ordinance; Baseline energy performance evaluation for existing residential structures, determining what percentage of Littleton's residential housing stock needs retrofits to reach as close to net-zero by 2050 across all sectors. The last goal, "Baseline energy performance evaluation," is the only goal that will depend on time and funds due to this shift in the scope of work.

BACKGROUND:

The Denver Regional Council of Governments (DRCOG) received a $199.7 million Climate Pollution Reduction Grant from the Environmental Protection Agency (EPA) to develop a Building Decarbonization Program focused on reducing climate pollution from the building sector. Within this larger program lies the Building Policy Collaborative (BPC), a subprogram designed to support jurisdictions across the region in implementing new, above state minimum building energy codes and performance standards, permitting reform, and other building policies.

As part of this support, the BPC allocated $34.8 million as formula subawards across all jurisdictions in the DRCOG region. The subawards support local jurisdictions by providing funding for staff capacity, training and professional development related to decarbonization policies, enhancements to permitting processes, technical assistance on policy development and adoption, community engagement support, and any other activities designed to reduce climate pollution from the building sector.

<u>Prior Actions or Discussions</u>

April 23, 2024, council study session: ESB presented their finalized version of the Environmental Stewardship Action Plan.

June 4, 2024, council study session: Council supported and endorsed the Horizon 2027 Strategic Plan, which includes implementing ESB's Environmental Stewardship Action Plan. Section 1.0 of the Environmental Stewardship Action Plan focuses on "Air Quality/Emissions." The following sub-items from Section 1.0 directly relate to the scope of work for this subaward: 1.2.9, 1.3.1, 1.3.2, 1.3.3, 1.3.7, and 1.3.9. Section 2.0 of the Environmental Stewardship Action Plan focuses on "Built Environment." The following sub-items in the plan directly relate to the scope of work for this subaward: 2.1.2, 2.1.5, 2.2.1, and 2.3.4. The Environmental Stewardship Action Plan is attached for reference.

April 21, 2026, council approved Resolution 16-2026 approving the subaward agreement.

FISCAL IMPACTS:

This $900,000 subaward requires no matching funds from the City. Also to note, as part of an annual evaluation of the subaward project conducted by DRCOG, the City may submit modifications to its scope of work or budget, or do so at the request of DRCOG. The requested temporary staff position is fully funded by this subaward, including the full salary, benefits, and any associated technology needed to perform job duties.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment to the subaward agreement with DRCOG.

ALTERNATIVES:

Council may decide to delay or deny approval of this amendment of the subaward for additional changes or discussions. If this amendment to the subaward agreement is not approved, the City of Littleton will not be able to amend the current contract. Work will move more slowly, and the city will not make the most of these funds.

PROPOSED MOTION:

I move to approve Resolution 50-2026 approving an amendment to a subaward agreement with Denver Regional Council of Governments (DRCOG) for building decarbonization policy work.

CITY OF LITTLETON, COLORADO

Resolution No. 50

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING AN AMENDMENT TO A SUBAWARD AGREEMENT WITH DENVER REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) FOR BUILDING DECARBONIZATION POLICY WORK

WHEREAS pursuant to Section 1-15-62 of the Littleton Municipal Code, City Council approval is a condition precedent to the approval of an amendment of an agreement in which the total value of the agreement is over five-hundred thousand dollars and 00/100 cents ($500,000.00); and

WHEREAS the City will work with outside contractors and hire a temporary Energy and Sustainability Specialist to provide critical policy recommendations, technical research, and data-driven strategies to ensure that Littleton's efforts to reduce energy consumption, improve building performance, and reduce greenhouse gas (GHG) emissions are grounded in evidence and best practices; and

WHEREAS this subaward requires no matching funds from the City of Littleton; and

WHEREAS the scope of work will assess energy performance, evaluate building codes, and provide input on ordinances to drive meaningful change in; and

WHEREAS this work directly relates to adopted council initiatives in Horizon 2027 to implement the Environmental Stewardship Action Plan.

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

Section 1. The Littleton City Council hereby approves the subaward agreement with Denver Regional Council of Governments (DRCOG) to advance energy efficiency and sustainability goals by utilizing funds for technical assistance to conduct critical evaluations, develop tailored strategies, and draft policies, in substantially the same form as Exhibit "A," attached hereto.

Section 2 The Resolution shall take effect upon its approval by the Littleton City Council.

INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 18th day of August 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

____________________________	____________________________
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

____
Reid Betzing
CITY ATTORNEY

AMENDMENT NO. 1 TO THE CONTRACT BY AND BETWEEN THE

DENVER REGIONAL COUNCIL OF GOVERNMENTS
1001 17th Street, Suite 700
Denver, Colorado 80202

and

CITY OF LITTLETON
2255 West Berry Avenue
Littleton, Colorado 80120

Project Number: 705025 Contract Number: EX26019

RECITALS

A. The parties hereto have entered into a Contract dated May 5, 2026.
B. A change to the Contract has been mutually agreed upon by the parties hereto.

NOW THEREFORE, the parties hereto mutually agree that the original Contract dated May 5, 2026, is hereby modified and amended in the following respect, to wit:

TERMS

1. Section 1, of the Contract titled**, "Scope of Services"** has been replaced in its entirety and attached hereto.

2. Section 3, of the Contract titled**, "Payment"** is amended to read as follows.

   The cost of the amended contract shall not exceed $899,819.62 during the term of this agreement.

3. Exhibit B, of the Contract titled, **"Project Budget"** has been replaced in its entirety and attached hereto.

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

DENVER REGIONAL COUNCIL OF GOVERNMENTS

By: __________________________________
Douglas W. Rex, Executive Director

ATTEST:

By: _____________________________________
Roberta Cole, Manager Contracts & Budget

CITY OF LITTLETON

By:______________________________
Title:Kyle Schlachter, Mayor________

ATTEST:

By: ______________________________
Title:Colleen Norton, City Clerk______

APPROVED TO AS TO FORM

By: ______________________________
Title:Reid Betzing, City Attorney______

EXHIBIT A: SCOPE OF SERVICES

Background

The Denver Regional Council of Governments (DRCOG) received a $199.7 million Climate Pollution Reduction Grant from the Environmental Protection Agency (EPA) to develop a Building Decarbonization Program focused on reducing climate pollution from the building sector. Within this larger program lies the Building Policy Collaborative (BPC), a subprogram designed to support jurisdictions across the region in implementing new, above state minimum building energy codes and performance standards, permitting reform and other building policies.

As a part of this support, the BPC allocated $34.8 million as formula subawards across all jurisdictions in the DRCOG. The subawards support local jurisdictions by providing funding for new staff capacity, training and professional development related to decarbonization policies, enhancements to permitting processes, technical assistance on policy development and adoption, community engagement support, and any other activities designed to reduce climate pollution from the building sector.

This subaward is being awarded as a contract between DRCOG and the City of Littleton (hereafter referred to as “Littleton”) because it meets the requirements and eligible uses, as required by DRCOG and EPA, and will advance Power Ahead Colorado’s goals of reducing greenhouse gases from the built environment within our region. This scope of work (SOW) outlines the activities, processes, and deliverables related to the work that will be performed with this subaward.

Project Summary

In this project, Littleton will advance its energy efficiency and sustainability goals by providing the technical assistance necessary to conduct critical evaluations, develop tailored strategies, and draft policies that will have a lasting impact. With expert guidance, Littleton will be positioned to improve the energy performance of its residential housing stock, adopt and exceed the state's energy code, and explore new avenues for reducing embodied carbon in the construction sector. The success of these initiatives will contribute to a more sustainable, resilient Littleton that is better prepared to meet the challenges of climate change while providing a model for other cities to follow.

Project Goals

Littleton will work toward the following goals from this project:

- Increase staff capacity to manage this subaward and subsequent consultant and program management.
- Adopting, with possible exceedance, Colorado’s Low Energy and Carbon Code.
- Exploration of embodied carbon city ordinance
- Baseline energy performance evaluation for existing residential structures, including determining what percentage of city’s residential housing stock needs retrofits for more efficient heating/cooling, shift to heat pumps, and other to be determined methods to reach as close to net-zero by 2050 across all sectors.

Project Description & Deliverables

Using DRCOG subaward funding, Littleton will accomplish the following tasks:

Task 1. Project administration, reporting, and management

Work associated with this task will be performed primarily by the Energy and Sustainability Specialist with input and participation from the project team and will carry over from year to year of the subaward period on a regular cadence in agreement with DRCOG. Activities will include essential project management, tracking staff time and preparing invoices for reimbursement from DRCOG, preparing project updates and attending update meetings with DRCOG.

Task 2. Increase Staffing

Due to limited staff capacity, Littleton will hire a full-time Energy and Sustainability Specialist to manage this subaward program and directly manage hired consultants. In this project, Littleton's Energy and Sustainability Specialist will engage with highly qualified consultants who possess the specialized knowledge required to assess energy performance, evaluate building codes, and provide input on ordinances that will drive meaningful change. These experts will work closely with city staff and leadership to provide critical policy recommendations, technical research, and data-driven strategies to ensure that the city's efforts to reduce energy consumption, improve building performance, and reduce GHG emissions are grounded in evidence and best practices.

Task 3. Policy Adoption

This task will include the adoption of the newly established Colorado Low Energy and Carbon Code, as well as the exploration of exceeding the state's energy code standards. Staff and consultants will assist the city in conducting a specific audit of existing codes and green building incentives to determine whether Littleton should explore adopting more stringent measures that exceed the state's requirements. Newly hired staff from this subaward and the consultants will help the city develop a comprehensive list of decarbonization opportunities and propose a set of metrics that can be used to evaluate the effectiveness of these strategies over time. Additionally, staff and consultants will help develop a compliance plan that integrates energy code requirements into the city's existing practices and outlines recommendations for the city to build capacity to keep up with future changes to building codes. Furthermore, staff and consultants will assist in drafting ordinance language that will effectively address embodied carbon in building materials and construction practices. They will also help identify metrics for success and develop a monitoring and compliance plan to ensure that the ordinance is successfully implemented.

Task 4. Technical Assistance

Using DRCOG's BPC Research Program results, Littleton will evaluate energy performance in single-family homes and develop tailored strategies to reduce energy demand. Littleton will conduct a baseline analysis to quantify current energy use, identify inefficiencies, and set measurable reduction targets. This data will inform long-term strategies and potential policies—such as residential point of sale requirements—to support meaningful GHG reductions and improved energy efficiency citywide.

This task also includes assessing embodied carbon in Littleton's building sector and exploring a potential ordinance to reduce construction and demolition waste. Staff and a consultant will review best practices and identify opportunities for local implementation. They will work with the city to integrate embodied carbon considerations into the South

Metro Waste Diversion Plan, aligning waste reduction efforts with broader carbon mitigation goals.

Task 5. Community Engagement

Wrapped into all tasks will be ongoing community engagement. Littleton plans to use funds to support the education and engagement of building owners, residents, and industry professionals to bring the community along with proposed changes. Staff and hired external consultants will help our communications and economic development teams promote changes and bridge the gap in messaging to key stakeholders. Littleton will ensure to work closely with the PACO team so that none of these activities overlap with the community engagement activities the PACO team is performing.

Note: *As may be directed by DRCOG, develop a Quality Assurance Project Plan (QAPP) and/or Sampling Analysis Plan (SAP) describing quality assurance measures for project activities involving environmental data collection, analysis and reporting. Plan templates shall be provided by DRCOG. DRCOG and EPA must approve the QAPP and/or SAP before any such technical activities may begin.*

Annual Evaluation

As part of an annual evaluation of the subaward project conducted by DRCOG, the jurisdiction may submit modifications to its scope of work or budget or do so at the request of DRCOG. The jurisdiction shall propose in writing any adjustments to task activities, costs, deliverables, or delivery dates in the remaining term period. Changes may only be implemented upon written approval of DRCOG or, if any are deemed material by DRCOG, following an executed amendment.

Deliverable Table

Deliverables are subject to change and may be updated over time, subject to DRCOG approval. Please note that DRCOG reserves the right to deny reimbursement for costs that do not comply with subaward policies or fall outside the scope of eligible and approved uses. Furthermore, the timeline for some deliverables is dependent upon variables beyond staff control and may need to shift accordingly. During quarterly reporting with DRCOG, jurisdictional staff will address any task timelines that need to be adjusted.

Task	Deliverable	Anticipated Timeline
Ongoing across budget periods		
Task 1. Project Administration, Reporting & Management	Submit cost reporting and backup documentation	Monthly; due by the 15th for prior month costs
Task 1. Project Administration, Reporting & Management	Submit project narrative and meet with DRCOG to provide project updates	Quarterly: January 30, April 15, July 30, October 15
Task 1. Project Administration, Reporting & Management	Submit Annual QAPP Report	Annually
Budget Period 1: April 1, 2026 – December 31, 2026		
Task 2. Increase Staffing	Provide draft job description	Aug-26
Task 2. Increase Staffing	Provide ledger report and proof of hiring of new staff	Dec-26
Task 1. Project	Submit 2027 Scope update, including	Oct-26

Task	Deliverable	Anticipated Timeline
Administration, Reporting & Management	updates tasks, deliverables, timeline, and budget plan	
Budget Period 2: January 1, 2027 – December 31, 2027		
Task 3. Policy Adoption	Provide draft scope of work with residential energy analysis consultant	Mar-27
Task 3. Policy Adoption	Provide final contract and scope of work with residential energy analysis consultant	Jul-27
Task 5. Community Engagement	Provide draft scope of work for community engagement consultant	Jul-27
Task 5. Community Engagement	Provide contract and scope of work for community engagement consultant	Dec-27
Task 1. Project Administration, Reporting & Management	Submit 2028 Scope update, including updates tasks, deliverables, timeline, and budget plan	Oct-27
Budget Period 3: January 1, 2028 – December 31, 2028		
Task 1. Project Administration, Reporting & Management	Submit 2029 Scope update, including updates tasks, deliverables, timeline, and budget plan	Oct-28
Budget Period 4: January 1, 2029 – September 30, 2029		
Task 1. Project Administration, Reporting & Management	Submit Subaward project final report	Sep-29

Exhibit B: Budget

	Quantity	Unit	Rate	Year 1	Year 2	Year 3	Year 4	Total	Budget Notes
Personnel									
Energy and Sustainability Specialist -- year 1	686	hours	$43.26	$29,676.36	$0.00	$0.00	$0.00	**$29,676.36**	For salary of $90,000. Year 1, this budget assumes a September 1, 2026 start and pay date
Energy and Sustainability Specialist -- year 2	2,080	hours	$44.56	$0.00	$92,684.80	$0.00	$0.00	**$92,684.80**	For salary of $90,000 and accounts for 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 3	2,080	hours	$45.90	$0.00	$0.00	$95,472.00	$0.00	**$95,472.00**	For salary of $90,000 and accounts for 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 4	1,560	hours	$47.27	$0.00	$0.00	$0.00	$73,741.20	**$73,741.20**	For salary of $90,000. Year 4 budget starts January 1 and ends September 30, 2029, so this budget accounts for that. It also accounts for a 3% inflation increase based on the previous year's rate.
			Total, Personnel	**$29,676.36**	**$92,684.80**	**$95,472.00**	**$73,741.20**	**$291,574.36**	
Fringe									
Energy and Sustainability Specialist -- year 1	686	hours	$16.01	$10,982.86	$0.00	$0.00	$0.00	**$10,982.86**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. For Year 1, this budget assumes a September 1, 2026 start and pay date.
Energy and Sustainability Specialist -- year 2	2,080	hours	$16.49	$0.00	$34,299.20	$0.00	$0.00	**$34,299.20**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. It also accounts for a 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 3	2,080	hours	$16.98	$0.00	$0.00	$35,318.40	$0.00	**$35,318.40**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. It also accounts for a 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 4	1,560	hours	$17.49	$0.00	$0.00	$0.00	$27,284.40	**$27,284.40**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. Year 4 budget starts January 1 and ends September 30, 2029, so this budget accounts for that. It also accounts for a 3% inflation increase based on the previous year's rate.
			Total, Fringe	**$10,982.86**	**$34,299.20**	**$35,318.40**	**$27,284.40**	**$107,884.86**	
Travel									
Airfare	3	per staff	$300.00	$0.00	$900.00	$900.00	$900.00	**$2,700.00**	Note, airfare would need DRCOG pre-approval. Other travel costs should follow GSA rates
Lodging	8	night	$215.00	$0.00	$1,720.00	$1,720.00	$1,720.00	**$5,160.00**	These travel costs are estimated for three staff to attend annual conferences. The selected conferences are unknown, but would be submitted to DRCOG for approval beforehand. Note, year 1 will not have a conference budget, so all travel expenses have been placed at $0 for year 1.
Per diem	12	day	$92.00	$0.00	$1,104.00	$1,104.00	$1,104.00	**$3,312.00**	
Mileage	280	mile	$0.76	$0.00	$212.80	$212.80	$212.80	**$638.40**	
			Total, Travel	**$0.00**	**$3,936.80**	**$3,936.80**	**$3,936.80**	**$11,810.40**	

Supplies									
Energy and Sustainability Specialist phone	1	per employee	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	**$1,000.00**	All supplies to be procured in the first year. The only ongoing cost is for the phone.
Energy and Sustainability Specialist ongoing phone costs	1	per employee	$600.00	$600.00	$600.00	$600.00	$600.00	**$2,400.00**	Estimating the phone bill at about $50/month.
Energy and Sustainability Specialist phone case and screen protector	1	per employee	$50.00	$50.00	$0.00	$0.00	$0.00	**$50.00**	
Energy and Sustainability Specialist laptop	1	per employee	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	**$2,000.00**	
Energy and Sustainability Specialist monitors, stands, docking station	1	per employee	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	**$2,000.00**	
Energy and Sustainability Specialist desk and chair	1	per employee	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	**$1,500.00**	
			Total, Supplies	**$7,150.00**	**$600.00**	**$600.00**	**$600.00**	**$8,950.00**	
Contractual									We are estimating hours based on past experiences with consultants. Once Littleton has contractor bids, we will update DRCOG accordingly.
Consultant to conduct baseline residential energy analysis -- only required in year 2	550	hours	$200.00	$0.00	$110,000.00	$0.00	$0.00	**$110,000.00**	Adoption of Colorado Low Energy and Carbon Code
Consultant to conduct baseline residential energy analysis -- year 3	200	hours	$200.00	$0.00	$0.00	$40,000.00	$0.00	**$40,000.00**	Baseline evaluation of energy performance, residential
Consultant to conduct baseline residential energy analysis -- year 4	200	hours	$200.00	$0.00	$0.00	$0.00	$40,000.00	**$40,000.00**	Baseline evaluation of energy performance, residential
Consultant to conduct research for exploration of embodied carbon in Littleton -- work starting in year 2	300	hours	$200.00	$0.00	$60,000.00	$0.00	$0.00	**$60,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct research for exploration of embodied carbon in Littleton -- year 3	250	hours	$200.00	$0.00	$0.00	$50,000.00	$0.00	**$50,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct research for exploration of embodied carbon in Littleton -- year 4	50	hours	$200.00	$0.00	$0.00	$0.00	$10,000.00	**$10,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct community engagement related to all activites -- year 2	50	hours	$200.00	$0.00	$10,000.00	$0.00	$0.00	**$10,000.00**	
Consultant to conduct community engagement related to all activites -- year 3	100	hours	$200.00	$0.00	$0.00	$20,000.00	$0.00	**$20,000.00**	
Consultant to conduct community engagement related to all activites -- year 4	70	hours	$200.00	$0.00	$0.00	$0.00	$14,000.00	**$14,000.00**	
Overall program development for future planning purposes beyond subaward -- only required in year 4	349	hours	$200.00	$0.00	$0.00	$0.00	$69,800.00	**$69,800.00**	Putting it all together and planning for the future for this work
			Total, Contractual	**$0.00**	**$180,000.00**	**$110,000.00**	**$133,800.00**	**$423,800.00**	
Other Costs									
Food for resident engagement workshops/events	2	events	$1,800.00	$0.00	$3,600.00	$3,600.00	$3,600.00	**$10,800.00**	Only accounting for events years 2, 3, and 4. Will not have an event year 1
Printing, postage	1	annual	$10,000.00	$0.00	$10,000.00	$10,000.00	$10,000.00	**$30,000.00**	Will not be utilizing printing, postage in year 1
Language translation services (written and spoken)	1	annual	$5,000.00	$0.00	$5,000.00	$5,000.00	$5,000.00	**$15,000.00**	Will not be utilizing translation services in year 1
			Total, Other Costs	**$0.00**	**$18,600.00**	**$18,600.00**	**$18,600.00**	**$55,800.00**	
Indirects									
Indirect cost rate agreement				$0.00	$0.00	$0.00	$0.00	**$0.00**	
De minimis				$0.00	$0.00	$0.00	$0.00	**$0.00**	
				$0.00	$0.00	$0.00	$0.00	**$0.00**	
				$0.00	$0.00	$0.00	$0.00	**$0.00**	
			Total, Indirects	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
				$47,809.22	**$330,120.80**	**$263,927.20**	**$257,962.40**	**$899,819.62**	

Littleton
Colorado

2255 W. Berry Ave.
Littleton, CO 80120
LittletonCO.gov

ESB

ENVIRONMENTAL STEWARDSHIP BOARD

ENVIRONMENTAL STEWARDSHIP ACTION PLAN

Environmental Stewardship Action Plan

APRIL 2024

Introduction and Core Values

On December 20, 2022, Littleton City Council, by unanimous resolution, created the Littleton Environmental Stewardship Board and tasked it with creating this Environmental Stewardship Action Plan. In compiling this Plan, the ESB has considered a number of existing city initiatives. The impact and effort meters for each item reflect the collective intuition of the ESB. For now, budgetary considerations have been left out, but the ESB plans to return to that in detail in the future. The Plan's recommendations are divided into existing initiatives, quick wins, and long-term/other.

The Littleton Environmental Stewardship Board (ESB) believes in addressing climate change and other threats to the ecology consistent with the following core values:

- **Thoughtful Urgency:** Reversing climate change must happen now, and not at the expense of high-quality decision making
- **Equity:** Defined as fair access and lack of race, gender, age, ability, and other hierarchies in all stewardship efforts
- **Good Governance:** Including measurable outcomes, transparency, and robust public input
- **Uniqueness:** Littleton is a unique community with a strong history and set of values around creative stewardship (e.g., creating South Platte Park). Stewardship will continue to be creative and tailored to our unique, remarkable community
- **Collaboration:** City departments must continue communicating with one another, and Littleton must leverage local, regional, state, national, and global partnerships
- **Re-Wilding:** Conservation is not enough; built and managed environments must enhance, not frustrate, natural processes; and wild places must be set aside and enlarged (no matter how small they are today)
- **Thoughtful Consumption:** Stewardship requires avoiding unnecessary resource use and diverting waste
- **Generational Fairness:** We will leave Littleton's environment better than we found it
- **Optimism:** In the face of significant challenges, we embrace solutions and maintain faith in a better future
- **Sacredness:** Nature is sacred, and close community with healthy, intact ecology is necessary for human thriving

Guided by these values, the ESB recommends that City Council take the actions listed below. Our highest priorities are for the city to:

- Complete a GHG inventory and create a climate action plan
- Hire a sustainability coordinator
- Allow the ESB to act as an accountability body for the city's relationship with South Suburban Parks and Recreation Department
- Educate and inform the public about environmental efforts
- Get people out of cars
- Electrify the built environment, transportation, and lawn and garden equipment
- Incentivize water conservation
- Provide every building with recycling and composting options
- Implement community-supported agriculture (e.g. at the Littleton Museum)

Acronyms

ACC . . . . Arapahoe Community College

CO2 . . . . Carbon Dioxide

CO2e . . . . Carbon Dioxide Equivalent

CSU . . . . Colorado State University

DDA . . . . Downtown Development Authority

EPA . . . . Environmental Protection Agency

EV . . . . Electric Vehicle

GHG . . . . Greenhouse Gas

GPDP . . . . General Planned Development Plan

HDLM . . . Historic Downtown Littleton Merchants

LBC . . . . Littleton Business Chamber

LEDS . . . . Littleton Engineering Design Standards

LPS . . . . Littleton Public Schools

MEETS . . . . The Metered Energy Efficiency Transaction Structure

SPLASH . . . . Stormwater Permittees for Local Awareness of Stream Health

SSPRD . . . . .South Suburban Parks and Recreation Department

ULUC . . . . Unified Land Use Code

UFMP . . . . Urban Forestry Management Plan

Guide for Interpreting the Impact and Effort Meters

Impact Meter	
	High Impact
	Medium Impact
	Low Impact
Effort Meter	
	Low Effort
	Medium Effort
	High Effort

FOR EXAMPLE: An action item that is considered high impact and low effort will appear with two green gauges.

Impact

Effort

1.0 Air Quality/Emissions

Given that 91% of net U.S. greenhouse gas (GHG) emissions are energy-related, our biggest opportunities for decreasing emissions lie in reducing the use of fossil fuels which drive the energy, transportation, industrial, commercial, and residential sectors. Electrification is the largest opportunity for both emissions and air pollution reductions. Despite this, electrification faces friction as fossil fuels have been set up as the default option. The city has numerous avenues it can take to decrease the costs of electrification and support it as the default choice to sustain a more stable climate and reduce health costs related to air pollution.

This section also addresses outdoor and indoor air pollution beyond GHG emissions such as ozone, nitrous oxide, carbon monoxide, and more. Like GHG emissions, most air pollutants come from burning fossil fuels. Therefore, eliminating burning fossil fuels through electrification addresses indoor and outdoor air quality issues which affect community health.

1.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
1.1.1	Arapahoe County EV Action Plan	Continue partnering with Arapahoe County on implementing the EV Action Plan.		
1.1.2	The Spring Tree Program and Urban Forestry Master Plan	Trees absorb both CO2 and air pollutants. Maintaining our tree canopy is also a meaningful adaptation measure to climate change as it reduces ambient air temperatures in warm summer months.		
1.1.3	Colorado Plastic Pollution Reduction Act (CPPRA)	Plastics generate GHG emissions at every stage of their lifecycle. Support compliance with CPPRA.		
1.1.4	Transportation Master Plan	Transportation emits more GHGs than other sectors. The multi-modal transportation opportunities in the Transportation Master Plan represent low or no-carbon alternatives to fossil-fueled transportation. Additionally, the Transportation Master Plan should be updated to consider EV charging infrastructure.		
1.1.5	Solar-ready building codes	Continue implementation of the already-adopted solar-ready provisions of the 2021 International Energy Conservation Code.		

1.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
1.2.1	Greenhouse Gas Inventory	Conduct an audit of sources of GHG emissions. We expect the majority of emissions will come from residential and commercial sources, but it should also measure additional categories outside of energy-related emissions, including biomass burning, non-energy related agriculture emissions, waste emissions, and non-energy related industrial emissions.		
1.2.2	Air Quality Monitoring and Assessment Program	Add air quality monitors within the city to assess baseline pollution levels and sources.		
1.2.3	Climate and Air Quality Action Plan	Building upon the results of the GHG Inventory and air quality monitoring programs, establish a Littleton-specific climate action plan for incrementally reducing, and eventually eliminating, climate emissions and air pollutants. Rewiring America's Pace of Progress tool[1] may help identify interim goals prior to undertaking a climate action plan.		
1.2.4	Electrification Education Program	Train electrification volunteers (e.g. Go Electric Colorado) to educate the public on opportunities and challenges of electrification. Encourage homeowners and landlords to get energy audits and develop electrification plans.		
1.2.5	Xcel Partners in Energy Update	Update the existing Partners in Energy Plan and leverage resources from Xcel to identify opportunities for energy efficiency and electrification.		
1.2.6	Solar Group Buys	Facilitate the purchase and install of solar equipment via combined contracts which reduce costs of equipment and installation through organizations such as Solar United Neighbors.		
1.2.7	City-Sponsored Composting	Bio waste in landfills emits methane. Composting this waste reduces GHG emissions.		
1.2.8	Electrification permitting fast tracking	Reduce time to permit for electrification projects to incentivize use.		
1.2.9	Air sealing and insulation standards for city buildings	Improving air sealing and insulation in existing buildings reduces operating costs in the short-term and reduces the cost of electrification retrofits in the future due to reduced heating/cooling load requirements.		
1.2.10	Electrification trade programs in Littleton Public Schools	Prepare our younger generations for the future with heat pump, solar, electrical, and other training programs which will lead to stable, well-paying careers. See also 2.2.3.		

[1] https://pop.rewiringamerica.org/?id=0845255

1.2.11	Remove subsidies for natural gas hookups	The cost of hooking up new homes to natural gas pipelines are subsidized by all users, causing increases to everyone's bills. Remove these subsidies to balance the upfront costs of electric and fossil-fueled building construction projects.		
1.2.12	Adopt the Electric Ready codes by the Colorado Energy Code Board	Enable new home buyers' choice between gas and electric by adopting Electric Ready Building Codes[2] which give the option to easily opt-in to electric. Supporting electric-ready is far cheaper than retrofitting later.		
1.2.13	Lawn and Garden Equipment Emissions Standards	Establish emissions standards for all equipment sold in Littleton. In 2020, lawn and garden equipment in the U.S. emitted more than 21,800 tons of fine particulates – an equivalent amount to the pollution from 234 million typical cars. Most electric lawn and garden equipment is already cost competitive and more reliable than gasoline equipment.		
1.2.14	All-electric city landscaping equipment	Transition all city lawn and garden equipment to electric.		

1.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
1.3.1	Consider adopting Colorado Model Low Energy and Carbon code	Consider adopting the model low energy and carbon code which will be developed by a board created by the Colorado Energy Office. This code is expected to be created no later than July 1, 2025.		
1.3.2	Expedite all-electric new building permitting	Faster, easier, and less costly permitting for electric appliances, EV charging, rooftop solar, and all-electric new home builds (which is conducive to the lower impact they have on the community than fossil-fuel equivalents).		
1.3.3	Electrification Appliance Rebate Program	Provide rebates for the installation of electric appliances (e.g. heat pumps, heat pump water heaters). Similar to Denver, this could be funded by a small sales tax increase.		
1.3.4	Multi-modal infrastructure	Transportation is the largest sector of GHG emissions in the country. While EVs can reduce emissions in this sector, it is far more cost effective to support a community which does not require car ownership to participate in daily life. Support multi-modal infrastructure, mixed-use zoning, and a walkable community which has a lower environmental footprint and creates strong communities and sales tax bases. Keep this in mind during the 2025 Transportation Master Plan update.		
1.3.5	Electric School Buses	Upgrade school buses to electric. School buses represent a unique opportunity for fleet electrification as they can be a significant stabilizer to electrical grids during off hours.		

[2] https://www.energycodes.gov/sites/default/files/2021-10/Residential_Electrification.pdf

1.3.6	Decommission aging gas infrastructure with electric appliances	Target aging natural gas infrastructure for decommissioning rather than replacement as replacement costs are passed to all customers causing natural gas bills to increase. Support homeowners with financing, group purchasing contracts, and incentives to transition to electric homes. This keeps energy bills stable for customers who remain on natural gas and allows for a paced transition to electric over time. Households may choose to remain on gas when natural gas infrastructure is decommissioned, but they would need to purchase a propane system and fuel to do so.		
1.3.7	The Metered Energy Efficiency Transaction Structure (MEETS)	Energy efficiency is often not prioritized in commercial buildings because long-term gains cannot be realized in a market where ownership changes often. Model a program after MEETS, which incentivizes all parties towards energy efficiency. Additional provisions could be added to support electrification.		
1.3.8	All-electric city fleet	Electric vehicles cost more upfront but have a lower total cost of ownership than their fossil-fueled equivalents. The city can save money by replacing aging city vehicles with electric equivalents.		
1.3.9	All-electric city buildings	Retrofit existing buildings to be all-electric.		
1.3.10	Public EV charging infrastructure	Create more public EV charging infrastructure in the city. Most homeowners will charge their vehicles at home, but many individuals in multi-family units do not have access to home charging. A robust public charging infrastructure allows all to benefit from the electric vehicle transition.		

2.0 Built Environment

The built environment (BE) includes buildings, distribution systems, and transportation infrastructure. In addition to the built structures and systems, the BE also includes land uses and land use planning. One of the main controls any municipality has over its future is through its land use decisions.

2.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
2.1.1	Follow through with existing planning	Littleton has done extensive past planning that, if carried out, would benefit local environmental sustainability. For example: Comprehensive Plan Sections ENV 4 regarding expanding recycling and composting and ENV 8 regarding stormwater management.		
2.1.2	Enforce Building Codes	Increase enforcement of current and future environmentally friendly building codes.		
2.1.3	Transportation Planning	Continue to implement the Transportation Master Plan with an emphasis on multi-modal forms of transportation.		
2.1.4	Infrastructure Upgrades	Continue upgrades to infrastructure such as stormwater sewers, especially where their failure impacts transportation.		
2.1.5	Land Use Planning	Ensure compliance with stated environmental guidelines within the ULUC. This is particularly important regarding parcels currently undergoing a review process. As the ULUC is revisited, make environmental stewardship a more explicit value of the plan.		

2.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
2.2.1	Building Code Review	Adopt environmentally friendly building codes including Electric Ready and Colorado Model Low Energy and Carbon Code (see Section 1 - Air Quality and Emissions). Example: Reduce required roof setback for solar panels to encourage implementation of solar installations.		
2.2.2	Pedestrian and Bicycle infrastructure around schools	Plan and implement transportation safety initiatives around schools and other high-pedestrian areas.		
2.2.3	Expand workforce and trades for	Work with educational institutions such as LPS and ACC to train a workforce knowledgeable in environmental		

	renewable energy and electrification	stewardship programs (e.g. linespeople, HVAC installers, electricians, etc.).		
2.2.4	Improve stormwater infrastructure upgrades	Upgrading stormwater infrastructure provides opportunities for expanding green infrastructure. Examples exist at Eco Park in Centennial and 39th Avenue Greenway in Denver.		
2.2.5	Sustainability Coordinator	Hire one. Include representatives from the ESC on interview panels. Empower them with resources and strategic partnerships to take action and make measurable impacts. Part of this position will be to directly connect residents and businesses to sustainability resources.		
2.2.6	Adopt Dark Skies Initiative	Adopt Dark Skies standards in city codes to meet needs to see at night, conserve energy, avoid harmful effects on wildlife, and protect views of the night sky. Ensure city models Dark Skies best practices by updating city-controlled lighting infrastructure.		

2.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
2.3.1	Get people out of cars and support multi-modal transportation	Land use decisions should encourage walkability, density, and community character.		
2.3.2	Electrify transportation infrastructure	Ensure adequate charging stations and provide resources to assist homeowners in upgrading residential electrical systems to accommodate EV charging. Support implementation of Arapahoe County EV action plan. Refer to item 1.3.10.		
2.3.3	Storm sewer	Complete location maps. Use Denver's green infrastructure guidelines as appropriate.		
2.3.4	Develop programs and resources to retrofit houses	Invest in the city's housing stock to ensure equity in the transition to greener options. Identify grants and strategic partnerships.		
2.3.5	Wildlife Corridors	Work with CDOT to incorporate wildlife corridors on Santa Fe and other highway upgrades.		

3.0 Consumption and Waste Diversion

Colorado's waste diversion rates (recycling and composting) rank significantly below those of other states. The city should measure its existing waste diversion rates and make significant efforts to increase those rates to reduce waste bound for landfills. A significant component of that process should include efforts to reduce consumption of items on the front end that typically end up in landfills. All residents should have access to affordable recycling and composting services.

3.1 Existing Initiatives				
ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
3.1.1	Leaf recycling services	Continue seasonal drop off for leaf recycling for several weeks in the fall.		
3.1.2	Christmas tree recycling	Continue free seasonal drop-off for Christmas trees to be turned to mulch.		
3.1.3	Front Range Waste Diversion Grant Program	Follow recommendations in the upcoming waste characterization study.		
3.1.4	Colorado Plastic Pollution Reduction Act (CPPRA)	Support compliance with CPPRA. See also 1.1.3.		
3.1.5	Producer Responsibility Program for Statewide Recycling (PRPSR)	Support compliance with PRPSR.		
3.1.6	Household HazMat Roundup and Electronics Recycling Event	Continue existing program and increase frequency of events. Expand program to include other hard-to-recycle items. Consider public/private partnership (e.g. Ridwell) or incorporating into city services.		

3.2 Quick Wins				
ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
3.2.1	Study baseline waste, recycling, and composting rates	Determine existing landfill, recycling, and composting rates to set ambitious waste reduction and diversion targets. See also 3.1.3.		
3.2.2	Promote and educate on at-home composting	Partner with organizations (e.g. Colorado State University (CSU) Extension or Eco-Cycle) on seminars and resources to promote and increase the rate of at-home composting for yard waste and food waste.		
3.2.3	Leaf recycling program	Educate community on benefits of mulching in place over disposal and the importance of proper disposal.		

3.3 Long-Term/Other				
ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
3.3.1	Offer a curbside appliance and mattress recycling program	Work with haulers and the city to implement a curbside appliance, mattress, and other large-item recycling program.		
3.3.2	Study and evaluate potential for "Pay as You Throw" waste program	Evaluate "Pay as You Throw" waste fees to encourage residents to generate less waste.		
3.3.3	Offer an opt-in compost pickup service	Contract with existing waste haulers or compost services (e.g. Compost Colorado) for compost pickups at favorable rates. Fold leaf recycling program into composting program.		
3.3.4	Study, evaluate, and gather bids from waste haulers for a contracted consolidated waste hauling system	Engage a working group to evaluate the feasibility of a consolidated waste hauling program contracted by the city. Ensure inclusion of landfill, recycling, and compost. Potentially partner with Englewood and/or Sheridan to offer regional consolidated contracted hauling options and economies of scale, similar to Denver.		
3.3.5	Require residents and businesses to recycle	Amend the city code to require recycling in addition to waste hauling. Carefully consider the equities associated with the change.		

4.0 Natural Environment

Littleton is largely a built-out community, but also has significant amounts of open and natural spaces. Maximizing these areas for habitat, carbon sequestration, natural air filtration, natural water storage and filtration, aesthetic enjoyment, and recreation is necessary for a sustainable Littleton.

4.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
4.1.1	Urban Forestry Management Plan	Implement and follow the Urban Forestry Master Plan (UFMP).		
4.1.2	Arborist Licensing	Require all tree companies to be licensed and insured to work within the city. Increases safety and standards.		
4.1.3	Emerald Ash Borer Outreach	Treat and/or replace city-maintained trees. Increase community outreach and education. Partnering with neighboring municipalities and Colorado State University (CSU) extension.		

4.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
4.2.1	Re-wilding	Leave certain places alone, including leaving dead plant matter such as tree branches (honor the life cycle of the environment/forest). Be creative on limited city-managed open spaces.		
4.2.2	Regionally sustainable plantings in city medians	Design, fund, and landscape, considering the changing climate to allow for long-term vitality.		
4.2.3	Fees and fines to be allocated to “Tree Fund” for equity programs	Target areas, work with finance, training Forestry staff to enforce/receive safe payments. This money comes from the “save the tree/pay for the tree” program.		
4.2.4	Implement turf conversion program for homeowners	Allocate funding and partner with other organizations to offer reduced-cost turf conversion.		

4.3 Long-Term/Other				
ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
4.3.1	Expand the Ketring Park Natural Area	Reduce turf, increase tree canopy, and improve the health of existing open space.		
4.3.2	Train and establish Tree Ambassadors	Establish trust and relationships with target neighborhoods and partner with existing successful training/apprentice programs. Dedicate staff support and funding.		
4.3.3	Tree Equity Subsidy Program	Provide funding and community education. With all things tree, recognize the importance of public/private partnership. Funding to come from pre-existing fees and fines.		
4.3.4	Urban tree canopy assessment goals	The city's Existing Conditions Survey is complete. Recommendations include training tree ambassadors, funding, sourcing, and planting regional species, obtaining contractor support, and providing community education. Equitable canopy distribution to be met in partnership with the Tree Subsidy Program.		
4.3.5	Add development processes (save the tree/pay for the tree) to the Unified Land Use Code (ULUC)	Adopt policy including an appropriate payment-in-lieu alternative.		
4.3.6	Tree survey in (re)development process	Implement tree surveys early in the (re)development process.		
4.3.7	Relationship with South Suburban Parks and Recreation Department (SSPRD)	Insist on equity and environmental sustainability in all SSPRD activities in the city. Allow the Environmental Stewardship Board to act as an accountability body for the city's relationship with SSPRD.		

5.0 Water

Littleton is semi-arid, there will be less water in the future, and it is becoming more expensive to keep water clean. Denver Water controls all of Littleton's potable water. The city controls its stormwater, wastewater, and groundwater systems.

5.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
5.1.1	Support city stormwater activities	Maintain the city's stormwater permit and expand the city's stormwater efforts, including: • Provide compostable pet waste bags • Offer year-round leaf composting • Mark storm drains to note that "water drains to stream" • Offer year-round motor oil recycling • Expand and record street sweeps (miles swept) • Collaborate with Stormwater Permittees for Local Awareness of Stream Health (SPLASH) • Ensure that city staff inspects construction sites to protect stormwater quality • All city-initiated construction should model appropriate stormwater quality protection • SSPRD does not have a stormwater permit. The city should inspect all construction activities on SSPRD-managed areas. • Petition Colorado Department of Public Health and Environment (CDPHE) to require that SSPRD obtain a stormwater permit.		
5.1.2	Conduct and/or re-conduct water audit of city practices	The 2009 Environmental Action Plan noted several ways the city could reduce water use. Follow up and evaluate those activities.		
5.1.3	Incorporate water considerations into the renovations at Ketring and Gallup Parks	The city plans to renovate Ketring and Gallup Parks. Ketring Lake doesn't have enough water. Its only water source is pumping groundwater. The city should halt all groundwater pumping as soon as possible. Cisterns built under the parking lots could store rainwater for the lake. Consider reducing the size of the lake and increasing the wetlands.		
5.1.4	Green roofs on city buildings	This is an action item from the 2009 Environmental Action Plan. Evaluate the practicality of installing green roofs on city buildings.		

5.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
5.2.1	Explore potential of ‘water credit’	Pursue the option of earning 'water credits’ with Denver Water by measuring water saved.		
5.2.2	Increase permit compliance to ensure clean stormwater	ACC and LPS have stormwater permits that are often out of compliance. The city should partner with them to ensure stormwater permit compliance. Again, and unbelievably, SSPRD does not have a stormwater permit. They should be required to obtain a stormwater permit as part of our contract.		
5.2.3	Pursue a permit to treat Ketring and other city lakes with aluminum sulfate (alum)	Water quality in virtually all city lakes is poor due to high concentrations of phosphorus and nitrogen. Alum removes phosphorus, sealing it in the sediments. South Platte Renew should be able to assist.		
5.2.4	Get estimates for cistern construction	Cisterns store rainwater and could address flooding and stormwater quality issues. Get estimates for building cisterns on city property.		
5.2.5	Metro Basin Roundtable Updates	The Metro Basin Roundtable is part of a statewide effort to manage water resources. Get South Platte Renew to provide annual updates to city council and the ESC on the Metro Basin Roundtable.		

5.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
5.3.1	Encourage residents to save water	Denver Water has programs to encourage water conservation. If Littleton aggressively expands those programs measures the water savings, a ‘water credit’ may be created. The programs could include: • Garden in a Box – encourage Denver Water to provide a discount like other water providers do • Rain barrels • Subsidized sales of xeric plants • Irrigation audits • Subsidized tree evaluations for proper maintenance		
5.3.2	Enhance city stormwater activities	Expand street sweeping which improves water and air quality. Expand composting to make it year-round and accept all garden waste and motor oil. Engage LPS students to help mark storm drains.		

5.3.3	Expand outreach and education around water and stormwater issues	Consider collaborating with SSPRD, South Platte Renew, and the City of Englewood to conduct bike tours along the South Platte River and other local waterways, noting water quality, environmental, and recreational activities.		
5.3.4	Enhance collaboration with South Platte Renew	Increase council briefings on upcoming regulations South Platte Renew is expecting. Participate in the legislative process, where appropriate, to help establish 'how clean is clean' and what we can afford. Collaborate with South Platte Renew's outreach and education program as appropriate. See bike tours.		
5.3.5	Use state-of-the-art green stormwater infrastructure	Maximize the opportunity to control stormwater and minimize flooding impacts while realizing additional benefits of habitat protection. Use this opportunity of our aging stormwater infrastructure and the need to rehabilitate it by maximizing the use of green stormwater infrastructure.		
5.3.6	Stop pumping groundwater and close all wells.	Adopt a city policy of protecting and preserving groundwater under the city. Close all groundwater wells and try to ensure that the city's groundwater rights are protected by conservation easements, if possible. Substitute stormwater collected in cisterns to replace groundwater. Consider deeding the groundwater rights to a conservation group.		
5.3.7	Address issues in the Integrated Water Resources Plan	The integrated water resources plan identified issues with the sustainability of several lakes in the city. For Ketring Lake, consider reducing the size of the lake, expanding the wetlands, and constructing a second filter under the wetlands. For Ridgeview and Geneva Lakes, there is an excellent opportunity to create a stormwater feature at the sites using examples from places like the Eco Park along Cherry Creek and the 39th Avenue Greenway in Denver. At Geneva Lake, there may be an opportunity to construct a cistern under Town Hall's parking lot and use that water to maintain the lake. A cistern may provide some flood control as well.		

6.0 Community

An informed, involved, and knowledgeable community is a critical component of the successful implementation of environmental initiatives. Education, outreach, and the promotion of a strong sense of community will help the city advance and secure its goals of creating a greener, more sustainable, and climate-resilient Littleton.

6.1 Existing Initiatives

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
6.1.1	Community building with downtown partners	Maximize partnership with the Littleton Downtown Development Authority (LDDA), Historic Downtown Littleton Merchants (HDLM), Littleton Business Chamber (LBC), and others to foster a greater sense of community and environmental awareness in the downtown area.		
6.1.2	Community building through downtown redevelopment	Ensure that the redevelopment vision for downtown fosters community building, environmental awareness, and a sense of belonging for all.		

6.2 Quick Wins

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
6.2.1	Community cleanups	Engage with SSPRD and other partners to establish neighborhood cleanups of residential neighborhoods, trails, waterways, public lands, etc.		
6.2.2	Board meeting recordings	Ensure public has access to live and recorded broadcasts from Environmental Stewardship Board meetings so people feel more informed and more comfortable attending/contributing to meetings.		
6.2.3	Public engagement regarding the potential for a contracted consolidated waste hauling system	Ensure the public has access to information regarding waste disposal and hauling impacts and options.		
6.2.4	Re-wilding education	Educate the public about the importance of re-wilding so that they understand its value to the community.		
6.2.5	Environmental stewardship newsletter/insert	Develop a newsletter or insert from the Environmental Stewardship Board. This could go out to all residents via the Littleton Report. This could be a vehicle to inform the public about what the city is doing, why the city is doing it, why it's important, and what they can do to help/contribute.		

6.2.6	Resource clearinghouse	Create a page on the city website with links to available grants, solar energy resources, composting, Environmental Stewardship Board agendas and meetings, electrification resources, etc.		
6.2.7	Support and promote existing community initiatives related to sustainability	E.g. Littleton Social Cycle, Littleton Community Retreat, etc.		

6.3 Long-Term/Other

ITEM	ACTION	RECOMMENDATIONS	IMPACT	EFFORT
6.3.1	Create lip sync challenge	Explore the possibility of creating a lip sync challenge[3] with an environmental theme, to encourage an enhanced sense of community in the city.		
6.3.2	Community meal	Community meal with foraged food, community supported agriculture (CSA), and local businesses to foster an enhanced sense of community.		
6.3.3	Littleton Museum CSA	There is an opportunity at the Littleton Museum to expand community engagement through the development of a CSA. This could use the current irrigation system and involve the expansion of existing programs at the museum. This would invite a new constituency that the museum needs.		
6.3.4	Food, regional native, and low-water gardens	Work with Denver Water, Denver Botanic Gardens, and other partners to make affordable and easy pre-planned gardens widely available.		
6.3.5	Tree Equity Subsidy Program	Establish a Tree Equity Subsidy Program. Engage volunteers to be trained as tree ambassadors. See also 4.5.3.		
6.3.6	Promotion of year-round recycling and composting	Promote and advertise year-round location and facility for recycling of organics, electronics, hard-to-recycle items, etc. See also 3.1.1.		
6.3.7	Environmentally focused public art fund	Establish a fund for environmentally focused public art in partnership with the Littleton Arts and Culture Board.		
6.3.8	Environmentally friendly investment options for city employees	Ensure city employees have access to environmentally friendly investment options for their retirement funds.		

[3] Example: https://www.youtube.com/watch?v=ZPjjZCO67WI)

Building Decarbonization DRCOG Budget Template - Jurisdictional Subawards

	Quantity	Unit	Rate	Year 1	Year 2	Year 3	Year 4	Total	Budget Notes
Personnel									
Energy and Sustainability Specialist -- year 1	768	hours	$43.26	$33,223.68	$0.00	$0.00	$0.00	**$33,223.68**	For salary of $90,000. Year 1, this budget assumes a September 1, 2026 start and pay date
Energy and Sustainability Specialist -- year 2	2,080	hours	$44.56	$0.00	$92,684.80	$0.00	$0.00	**$92,684.80**	For salary of $90,000 and accounts for 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 3	2,080	hours	$45.90	$0.00	$0.00	$95,472.00	$0.00	**$95,472.00**	For salary of $90,000 and accounts for 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 4	1,048	hours	$47.27	$0.00	$0.00	$0.00	$49,538.96	**$49,538.96**	For salary of $90,000. Year 4 budget starts January 1 and ends September 30, 2029, so this budget accounts for that. It also accounts for a 3% inflation increase based on the previous year's rate.
			Total, Personnel	**$33,223.68**	**$92,684.80**	**$95,472.00**	**$49,538.96**	**$270,919.44**	
Fringe									
Energy and Sustainability Specialist -- year 1	768	hours	$16.01	$12,295.68	$0.00	$0.00	$0.00	**$12,295.68**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. For Year 1, this budget assumes a September 1, 2026 start and pay date.
Energy and Sustainability Specialist -- year 2	2,080	hours	$16.49	$0.00	$34,299.20	$0.00	$0.00	**$34,299.20**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. It also accounts for a 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 3	2,080	hours	$16.98	$0.00	$0.00	$35,318.40	$0.00	**$35,318.40**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. It also accounts for a 3% inflation increase based on the previous year's rate.
Energy and Sustainability Specialist -- year 4	1,048	hours	$17.49	$0.00	$0.00	$0.00	$18,329.52	**$18,329.52**	Benefits are approximately 37% of base salary. Utilized the salary of $90,000. Year 4 budget starts January 1 and ends September 30, 2029, so this budget accounts for that. It also accounts for a 3% inflation increase based on the previous year's rate.
			Total, Fringe	**$12,295.68**	**$34,299.20**	**$35,318.40**	**$18,329.52**	**$100,242.80**	
Travel									
Airfare	3	per staff	$300.00	$900.00	$900.00	$900.00	$900.00	**$3,600.00**	Note, airfare would need DRCOG pre-approval. Other travel costs should follow GSA rates
Lodging	8	night	$215.00	$1,720.00	$1,720.00	$1,720.00	$1,720.00	**$6,880.00**	These travel costs are estimated for three staff to attend annual conferences. The selected conferences are unknown, but would be submitted to DRCOG for approval beforehand.
Per diem	12	day	$92.00	$1,104.00	$1,104.00	$1,104.00	$1,104.00	**$4,416.00**	
Mileage	280	mile	$0.70	$196.00	$196.00	$196.00	$196.00	**$784.00**	
			Total, Travel	**$3,920.00**	**$3,920.00**	**$3,920.00**	**$3,920.00**	**$15,680.00**	
Supplies									
Energy and Sustainability Specialist new staff supplies (laptop, phone, etc)	1	per employee	$4,157.00	$4,157.00	$0.00	$0.00	$0.00	**$4,157.00**	All supplies to be procured in the first year and do not have ongoing costs

			Total, Supplies	**$4,157.00**	**$0.00**	**$0.00**	**$0.00**	**$4,157.00**	
Contractual									We are estimating hours based on past experiences with consultants. Once Littleton has contractor bids, we will update DRCOG accordingly.
Consultant to conduct baseline residential energy analysis -- only required in year 2	550	hours	$200.00	$0.00	$110,000.00	$0.00	$0.00	**$110,000.00**	Adoption of Colorado Low Energy and Carbon Code
Consultant to conduct baseline residential energy analysis -- year 3	200	hours	$200.00	$0.00	$0.00	$40,000.00	$0.00	**$40,000.00**	Baseline evaluation of energy performance, residential
Consultant to conduct baseline residential energy analysis -- year 4	200	hours	$200.00	$0.00	$0.00	$0.00	$40,000.00	**$40,000.00**	Baseline evaluation of energy performance, residential
Consultant to conduct research for exploration of embodied carbon in Littleton -- work starting in year 2	300	hours	$200.00	$0.00	$60,000.00	$0.00	$0.00	**$60,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct research for exploration of embodied carbon in Littleton -- year 3	250	hours	$200.00	$0.00	$0.00	$50,000.00	$0.00	**$50,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct research for exploration of embodied carbon in Littleton -- year 4	50	hours	$200.00	$0.00	$0.00	$0.00	$10,000.00	**$10,000.00**	Exploration of embodied carbon in Littleton
Consultant to conduct community engagement related to all activites -- year 2	50	hours	$200.00	$0.00	$10,000.00	$0.00	$0.00	**$10,000.00**	
Consultant to conduct community engagement related to all activites -- year 3	100	hours	$200.00	$0.00	$0.00	$20,000.00	$0.00	**$20,000.00**	
Consultant to conduct community engagement related to all activites -- year 4	73	hours	$200.00	$0.00	$0.00	$0.00	$14,600.00	**$14,600.00**	
Overall program development for future planning purposes beyond subaward -- only required in year 4	400	hours	$200.00	$0.00	$0.00	$0.00	$80,000.00	**$80,000.00**	Putting it all together and planning for the future for this work
			Total, Contractual	**$0.00**	**$70,000.00**	**$110,000.00**	**$144,600.00**	**$434,600.00**	
Other Costs									
Food for resident engagement workshops/events	2	events	$1,800.00	$3,600.00	$3,600.00	$3,600.00	$3,600.00	**$14,400.00**	
Printing, postage	1	annual	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	**$40,000.00**	
Language translation services (written and spoken)	1	annual	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	**$20,000.00**	
			Total, Other Costs	**$18,600.00**	**$18,600.00**	**$18,600.00**	**$18,600.00**	**$74,400.00**	
Indirects									
Indirect cost rate agreement				$0.00	$0.00	$0.00	$0.00	**$0.00**	
De minimis				$0.00	$0.00	$0.00	$0.00	**$0.00**	
				$0.00	$0.00	$0.00	$0.00	**$0.00**	
				$0.00	$0.00	$0.00	$0.00	**$0.00**	
			Total, Indirects	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
				$72,196.36	**$219,504.00**	**$263,310.40**	**$234,988.48**	**$899,999.24**	

Building Policy Collaborative: Jurisdictional Subaward Scope of Work

Background
The Denver Regional Council of Governments (DRCOG) received a $199.7 million Climate Pollution Reduction Grant from the Environmental Protection Agency (EPA) to develop a Building Decarbonization Program focused on reducing climate pollution from the building sector. Within this larger program lies the Building Policy Collaborative (BPC), a subprogram designed to support jurisdictions across the region in implementing new, above state minimum building energy codes and performance standards, permitting reform and other building policies.

As a part of this support, the BPC allocated $34.8 million as formula subawards across all jurisdictions in the DRCOG. The subawards support local jurisdictions by providing funding for new staff capacity, training and professional development related to decarbonization policies, enhancements to permitting processes, technical assistance on policy development and adoption, community engagement support, and any other activities designed to reduce climate pollution from the building sector.

This subaward is being awarded as a contract between DRCOG and the City of Littleton (hereafter referred to as “Littleton”) because it meets the requirements and eligible uses, as required by DRCOG and EPA, and will advance Power Ahead Colorado’s goals of reducing greenhouse gases from the built environment within our region. This scope of work (SOW) outlines the activities, processes, and deliverables related to the work that will be performed with this subaward.

Project Summary
In this project, Littleton will advance its energy efficiency and sustainability goals by providing the technical assistance necessary to conduct critical evaluations, develop tailored strategies, and draft policies that will have a lasting impact. With expert guidance, Littleton will be positioned to improve the energy performance of its residential housing stock, adopt and exceed the state's energy code, and explore new avenues for reducing embodied carbon in the construction sector. The success of these initiatives will contribute to a more sustainable, resilient Littleton that is better prepared to meet the challenges of climate change while providing a model for other cities to follow.

Project Goals
Littleton will work toward the following goals from this project:

- Increase staff capacity to manage this subaward and subsequent consultant and program management.
- Adopting, with possible exceedance, Colorado’s Low Energy and Carbon Code.
- Exploration of embodied carbon city ordinance
- Baseline energy performance evaluation for existing residential structures, including determining what percentage of city’s residential housing stock needs retrofits for more efficient heating/cooling, shift to heat pumps, and other to be determined methods to reach as close to net-zero by 2050 across all sectors.

Project Description & Deliverables

Using DRCOG subaward funding, Littleton will accomplish the following tasks:

Task 1. Project administration, reporting, and management. Work associated with this task will be performed primarily by the Energy and Sustainability Specialist with input and participation from the project team and will carry over from year to year of the subaward period on a regular cadence in agreement with DRCOG. Activities will include essential project management, tracking staff time and preparing invoices for reimbursement from DRCOG, preparing project updates and attending update meetings with DRCOG.

Task 2. Increase Staffing: Due to limited staff capacity, Littleton will hire a full-time Energy and Sustainability Specialist to manage this subaward, program, and directly manage hired consultants. In this project, Littleton's Energy and Sustainability Specialist will engage with highly qualified consultants who possess the specialized knowledge required to assess energy performance, evaluate building codes, and provide input on ordinances that will drive meaningful change. These experts will work closely with city staff and leadership to provide critical policy recommendations, technical research, and data-driven strategies to ensure that the city's efforts to reduce energy consumption, improve building performance, and reduce GHG emissions are grounded in evidence and best practices.

Task 3. Policy Adoption: This task will include the adoption of the newly established Colorado Low Energy and Carbon Code, as well as the exploration of exceeding the state's energy code standards. Staff and consultants will assist the city in conducting a specific audit of existing codes and green building incentives to determine whether Littleton should explore adopting more stringent measures that exceed the state's requirements. Newly hired staff from this subaward and the consultants will help the city develop a comprehensive list of decarbonization opportunities and propose a set of metrics that can be used to evaluate the effectiveness of these strategies over time. Additionally, staff and consultants will help develop a compliance plan that integrates energy code requirements into the city's existing practices and outlines recommendations for the city to build capacity to keep up with future changes to building codes. Additionally, staff and consultants will assist in drafting ordinance language that will effectively address embodied carbon in building materials and construction practices. They will also help identify metrics for success and develop a monitoring and compliance plan to ensure that the ordinance is successfully implemented.

Task 4. Technical Assistance: Using DRCOG's BPC Research Program results, Littleton will evaluate energy performance in single-family homes and develop tailored strategies to reduce energy demand. Littleton will conduct a baseline analysis to quantify current energy use, identify inefficiencies, and set measurable reduction targets. This data will inform long-term strategies and potential policies—such as residential point-of-sale requirements—to support meaningful GHG reductions and improved energy efficiency citywide.

This task also includes assessing embodied carbon in Littleton's building sector and exploring a potential ordinance to reduce construction and demolition waste. Staff and a consultant will review best practices and identify opportunities for local implementation. They will work with the city to integrate embodied carbon considerations into the South Metro Waste Diversion Plan, aligning waste reduction efforts with broader carbon mitigation goals.

Task 5. Community Engagement: Wrapped into all tasks will be ongoing community engagement. Littleton plans to use funds to support the education and engagement of building owners, residents, and industry professionals to bring the community along with proposed changes. Staff and hired external consultants will help our communications and economic development teams promote changes and bridge the gap in messaging to key stakeholders.

Annual Evaluation
As part of an annual evaluation of the subaward project conducted by DRCOG, the jurisdiction may submit modifications to its scope of work or budget or do so at the request of DRCOG. The jurisdiction shall propose in writing any adjustments to task activities, costs, deliverables, or delivery dates in the remaining term period. Changes may only be implemented upon written approval of DRCOG or, if any are deemed material by DRCOG, following an executed amendment.

Deliverable Table
Deliverables are subject to change and may be updated over time, subject to DRCOG approval. Please note that DRCOG reserves the right to deny reimbursement for costs that do not comply with subaward policies or fall outside the scope of eligible and approved uses. Furthermore, the timeline for some deliverables is dependent upon variables beyond staff control and may need to shift accordingly. During quarterly reporting with DRCOG, jurisdictional staff will address any task timelines that need to be adjusted.

Task	Deliverable	Anticipated Timeline
Ongoing across budget periods		
Task 1. Project Administration, Reporting & Management	Submit cost reporting and backup documentation	Monthly; due by the 15th for prior month costs
Task 1. Project Administration, Reporting & Management	Submit project narrative and meet with DRCOG to provide project updates	Quarterly: January 30, April 15, July 30, October 15
Task 1. Project Administration, Reporting & Management	Submit Annual QAPP Report	Annually
Budget Period 1: April 1, 2026 – December 31, 2026		
Task 2. Increase Staffing	Provide draft job description	Aug-26
Task 2. Increase Staffing	Provide ledger report and proof of hiring of new staff	Dec-26
Task 1. Project Administration, Reporting & Management	Submit 2027 Scope update, including updates tasks, deliverables, timeline, and budget plan	Oct-26
Budget Period 2: January 1, 2027 – December 31, 2027		
Task 3. Policy Adoption	Provide draft scope of work with residential energy analysis consultant	Mar-27
Task 3. Policy Adoption	Provide final contract and scope of work with residential energy analysis consultant	Jul-27
Task 5. Community Engagement	Provide draft scope of work for community engagement consultant	Jul-27

Task	Deliverable	Anticipated Timeline
Task 5. Community Engagement	Provide contract and scope of work for community engagement consultant	Dec-27
Task 1. Project Administration, Reporting & Management	Submit 2028 Scope update, including updates tasks, deliverables, timeline, and budget plan	Oct-27
Budget Period 3: January 1, 2028 – December 31, 2028		
Task 1. Project Administration, Reporting & Management	Submit 2029 Scope update, including updates tasks, deliverables, timeline, and budget plan	Oct-28
Budget Period 4: January 1, 2029 – September 30, 2029		
Task 1. Project Administration, Reporting & Management	Submit Subaward project final report	Sep-29

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: ID# 26-166, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Motion to approve minutes for the August 18, 2026, special meeting of Littleton City Council

Prepared by:	Wendy J. Shea-Tamag, Deputy City Clerk

RECORDING SECRETARY'S CERTIFICATION:
I hereby certify that the attached minutes are an accurate representation of motions made, and action taken at the August 18, 2026, special meeting of City Council. I have also reviewed the video recording for the August 18, 2026, special meeting of the Littleton City Council and certify that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video.

PROPOSED MOTION:
I move to approve the minutes for the August 18, 2026, special meeting of City Council.

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes - Draft

City Council

Tuesday, August 18, 2026 | **5:00 PM** | **Council Chamber**

Special Meeting & Executive Session

**** This special meeting is convened for the sole purpose of adjournment to an executive session ****

1. Roll Call

**** Council Members Henderson and Zink arrived at adjournment to the Executive Session and were participants in that session ****

Present: 6 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Stillwell and Council Member Zink

Absent: 1 - Council Member Reichardt

2. Motion to Adjourn to an Executive Session

Mayor Schlachter moved and Council Member Stillwell seconded to adjourn to an Executive Session pursuant to C.R.S. 24-6-402(4)(f)(I), and Article III Section 27 of the City Charter for purpose of discussing performance evaluation process for the city manager, city attorney, and municipal judge. The vote is 4-0. The motion carries.

Council Members Henderson and Zink were present for the Executive Session, however were absent for the vote to adjourn

Aye: 4 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove and Council Member Stillwell

Absent: 3 - Council Member Henderson, Council Member Reichardt and Council Member Zink

3. Adjournment

Mayor Schlachter adjourned the special session at 6:30p.m.

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: ID# 26-167, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Motion to approve minutes for the August 18, 2026, regular meeting of Littleton City Council

Prepared by:	Wendy J. Shea-Tamag, Deputy City Clerk

RECORDING SECRETARY'S CERTIFICATION:
I hereby certify that the attached minutes are an accurate representation of motions made, and action taken at the August 18, 2026, regular meeting of City Council. I have also reviewed the video recording for the August 18, 2026, regular meeting of the Littleton City Council and certify that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video.

PROPOSED MOTION:
I move to approve the minutes for the August 18, 2026, regular meeting of City Council.

Littleton

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes - Draft

City Council

Tuesday, August 18, 2026 | **6:30 PM** | **Council Chamber**

Regular Meeting (Start time is approximate - follows Executive Session)

1. Roll Call

Present: 6 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Stillwell and Council Member Zink

Absent: 1 - Council Member Reichardt

2. Pledge of Allegiance

3. Approval of Agenda

4. Scheduled Appearances and Presentations - None

5. Proclamations

a) ID# 26-161 Mayoral Proclamations

6. Public Comment

Jennifer Carlton, Dist. III – Housing/Urbanization/Resident feedback/boards & commissions

Sandy Blaha, Dist. II – Be Smart for Kids/Gun safety

Regan Benson – Colleen Norton/Homeless/501C3/Body worn camera fees

Liz Finney, Dist. II – Elati Street Corridor Study-opposed

Jane Brennan, Dist. IV - National Night Out/Elati Street

Candice Rutledge, Littleton - Meeting with victim’s advocate

Teresa Tucker, Dist. III - Safer Streets issues

Steve Barr, Dist. III - Support environmental sustainability in Littleton/Affordability-water rates

Greg Sullivan, Dist. IV – 32 Gas Pumps at Costco

Pam Chadbourne, Dist. I – Housing/ESB/co-responders

Kim Caufield, Dist. III - Communication with public

Di Collingwood, Jovial Concepts - Fall at WWW-PD & EMT response

7. Comments / Reports

a) Council Members

Council Member Stillwell - Reminder that school has started. Participated in the Western Welcome Week parade with his girls on the Council float. Attended an celebration at Libby Bortz Assisted Living, held in honor of a deployed soldier. Recognized Chief Enley as the new Littleton Police Chief. Went to the grand openings for a couple of local businesses: Momma's Kitchen and Tonic Zero Proof Bar. Recognized the passage of Liam Stewart School Zone Act.

Council Member Grove - Attended the Littleton Boulevard Charrette, a working session with community members and stakeholders. Attended the Wine Walks downtown; encouraged folks to participate. National Night Out went well; was able to attend six (6) neighborhood parties. Attended Welcome Week Parade.

Council Member Henderson - Thanked members of the public who attended the meeting and shared during Public Comment. Appreciates people coming to Bemis Public Library for office hours with her and Mayor Pro Tem Peters. Thanked people for reaching out to her with questions, and reminded citizens that council is always easily accessible. Attended National Night Out and was happy to connect with folks. There is a Meet, Greet & Eat at Southbridge Park tomorrow night between 4:00pm-6:00pm. Please be patient with all of the road construction happening because it will lead to better infrastructure.

Council Member Zink - Western Welcome Week was fantastic. Encouraged people to see the new Spider Man movie. The Arts & Culture Board met last Thursday; Invested a lot of work into consideration for how Lodger's Tax funding. Pleased to hear about Be SMART gun safety tonight. Happy that House Bill 26-1318, the Liam Stewart School Zone Act, passed. Thanked the Stewart family for their strength and advocacy.

Mayor Pro Tem Peters - Attended a very informative event at the Buck Center last week regarding the Colorado Connector (CoCo) Train. Shout out to Officer Redmond who spoke to her son about his e-bike and certified it as a legal class 2 bike. Encouraged parents to let their kids ride legal e-bikes to school. Thanked Brent Soderlin, Public Works Director, for filling in a pond with extra dirt from a different project to stop the odor and other problems from the dried up pond. Received a "Thank You" from the president of Trailmark HOA for the Police Department for coming to their National Night Out.

b) Mayor

Asked the City Manager to give a summary on housing units currently planned in the city. Provided clarification on Ordinance 17-2026 on consent tonight. Attended the South Metro Denver Realtors Association Meet the Mayor's luncheon to discuss what's happening in each of our communities. Attended and spoke at the Colorado Connector Town Hall last week and taped a promotional video for that. Was interviewed by 9News regarding the proposed gates in the town of Bow Mar. Last week attended the Atlantik-Brücke Organization Exchange at the German American Young Leaders Conference where Mayor's discussed things going on in their *communities which anchors Germany with North America. Judged the Western Welcome Week stick horse race. Spoke at the opening night at WWW concert. Missed the WWW parade by being in Philadelphia for the Mayor's Institute on City Design; each mayor presented a topic. Also encouraged everyone to secure their guns based on the advice from Be SMART. Go to their website at besmartforkids.com for more information.*

c) City Manager

In partnership with South Metro Housing, the city has facilitated 125 new affordable units in two different communities. Also assisted in remodeling affordable units in other projects. Amenable to updating the public on housing in Littleton periodically. Thanked folks for providing feedback on the Elati Corridor Study. Findings of the Charrette regarding Blueprint Boulevard will be coming out soon. Formally introduced the new Police Chief, Gene Enley. There is a formal appointment tomorrow at 2:00p.m.

d) City Attorney

Regarding gun safety, the City of Littleton was one of the first city's in the state of Colorado and the nation to adopt gun safety regulations for businesses selling firearms. This year the state passed HB26-1126 adopting a lot of what the city already adopted 5 years ago. Bow Mar is proposing putting up gates in their city which would allow only Bow Mar residents to use the gates and roads within Bow Mar. The city of Littleton is opposed to the gates because the streets are public streets as part of the regional transportation network. We are seeking a resolution to the situation by meeting with representatives of Bow Mar. Will update after the meeting and provide clarity.

8. Consent Agenda Items

Consent agenda items can be adopted by a 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) Resolution 53-2026

Resolution 53-2026: Approving the first amendment to an Intergovernmental Agreement (IGA) with the City of Englewood for the provision of a shared green business program

approved

b) **Ordinance 17-2026**

Ordinance 17-2026: An ordinance on second reading amending the city code, Title 9, Chapter 1, approving a maximum lawful speed limit of 25 miles per hour within the city limits of Littleton, unless otherwise posted

approved on first reading

c) Resolution 54-2026

Resolution 54-2026: Approving a Memorandum of Understanding between SungateKids Advocacy Center, Littleton Police Department, and various Arapahoe County agencies

approved

d) Resolution 55-2026 — Resolution 55-2026: Approving a Construction Contract with Chavez Construction for the 2026 Mill & Overlay Project, City Project No. 26-03

approved

e) Resolution 56-2026 — Resolution 56-2026: Approving an Intergovernmental Agreement between the City of Littleton and the City of Englewood, regarding a Financial Contribution for Constructing the 2026 Surface Sealing Project

approved

f) ID# 26-156 — Motion to approve minutes for the July 21, 2026, regular meeting of Littleton City Council

approved

Approval of the Consent Agenda

Mayor Pro Tem Peters moved and Council Member Grove seconded to approve the consent agenda, items a through f. The vote is 6-0. The motion carries.

Aye: 6 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Stillwell and Council Member Zink

Absent: 1 - Council Member Reichardt

9. General Business

a) ID# 26-154 — Hauler Licensing and Equal Space Ordinance Proposal Discussion

10. Ordinances on Second Reading and Public Hearings - None

11. Adjournment

Mayor Schlachter adjourned the meeting at 8:28p.m.

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: ID# 26-165, **Version:** 1

Agenda Date: 09/01/2026

Subject:
Elati Street Corridor Study update

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities Shane Roberts, Senior Transportation Planner
Presentations:	Shane Roberts, Senior Transportation Planner Kenna Davis, Senior Transportation Planner Shaida Libhart, Senior Transportation Planner, HDR

PURPOSE:
A project update on the Elati Street Corridor Study summarizing the study findings and next steps to make safety and multimodal upgrades to the corridor. The purpose of this item is to seek Council direction on the preferred implementation option.

LONG-TERM OUTCOME(S) SERVED:
Safe Community; High-Quality Governance

DISCUSSION:
In 2025 and 2026, through the Elati Street Corridor Study, the City of Littleton's Transportation Team worked with consultant HDR to conduct an existing conditions assessment of the Elati Street corridor, identify corridor issues, needs, and goals, create and evaluate alternatives, develop and design implementation concepts, and engage community members to inform the final recommendation through three phases of engagement. Staff will present the recommended implementation option and Phase 3 community engagement results and will be asking for Council's direction on advancing the implementation approach for the Elati Street Corridor Study.

BACKGROUND:
Safer Streets Littleton started in 2024 as a response to both a community tragedy and growing resident desire for mobility choice. The program focuses on neighborhood safety and mobility. Safer Streets Littleton takes a multifaceted approach to advancing safety through citywide planning, pilot & quick-build installations, corridor studies, and education & outreach.

The Elati Corridor Study is the first Safer Streets Littleton corridor study, kicking off in in 2025. The first phase of public engagement was conducted in Summer 2025 with a self-guided online public meeting to learn how people use Elati Streets and what key issues need to be addressed through this project. The second phase of public engagement was conducted in Fall 2025 with a self-guided online public meeting and walk audit along the corridor. This phase of engagement focused on three potential long-term visions for the corridor-one focused on pedestrians, one on cyclists, and one on a shared-use path. The third phase of public engagement included an in-person open house and live demonstration of the potential retrofit for the corridor and focused on three different paths for implementation. The team also worked with Heritage High School student ambassadors throughout the first two phases of the project to promote the project and gather additional community feedback; students received a letter of recommendation at the conclusion of their participation in the project. The Elati Corridor Study serves as a foundation for future corridor studies, both in the technical analysis and the implementation of the study.

The three implementation concepts developed through the study are:

- **Option A: Traffic Calming Only ($480,000)**: Traffic calming improvements include speed cushions, raised crossings and intersections, Rectangular Rapid Flashing Beacons (RRFBs), narrowing existing street crossings with bulb outs, and potentially replacing traffic circles with standard intersections with bulb outs. Implementation would be funded through Safer Streets Littleton and align with the 2028 pavement project.
- **Option B: Traffic Calming and Retrofit ($560,000-$1,112,000)**: Reallocating existing street space to include a protected non-vehicular shared space along the west side of the corridor. Improvements also include the traffic calming elements identified in Option A. Implementation would be funded through Safer Streets Littleton and align with the 2028 pavement project. Project cost does not include Option A - the total for Option A + B would be up to $1.2 million.
- **Option C: Reconstruct Corridor ($14.6 million):** Full rebuild to create a new street configuration. This includes construction of a shared-use path on the west side with a landscaped buffer, a rebuilt roadway, and a wider sidewalk on the east side. Improvements also include the traffic calming elements identified in Option A. Implementation timeline to be determined with funding, including availability of grants, debt, and other financing options. Timeline would likely be 10+ years.

Prior Actions or Discussions

No prior Council action, though staff has provided updates as a part of Safer Streets Littleton program updates.

FISCAL IMPACTS:

Options A and B can be budgeted within the existing Safer Streets Littleton program and/or capital budget. However, Option C would require a much larger budget and either redirection of current capital funds or programming of future capital funds to construct the project. Options for funding may also include debt or grant funds, though Elati is a lower volume street which is not typically eligible for most transportation grant opportunities.

STAFF RECOMMENDATION:

Staff is seeking council direction on the preferred implementation option. Based on public engagement, staff recommend pursuing Option B, the retrofit implementation along with traffic calming. This would be in line with the study vision of the shared-use path, allow for quicker implementation, and can achieve a similar result for a much lower cost.

ALTERNATIVES:

Council could choose Option A, which would make some safety improvements but not allow for safer walking and biking on the corridor, or Option C, which would provide the best benefit for mobility and safety but require a significant expenditure.

Elati Street Corridor Study Council Briefing

SAFER STREETS
ELATI STREET
Corridor Study
Littleton

Briefing Agenda

- Introductions
- Presentation Outcomes
- Study Overview
- Implementation Recommendation
- Questions & Discussion

Desired Outcome

This Evening Staff Hopes to…

Receive Council's direction on advancing the implementation approach for the Elati Street Corridor Study.

Safer Streets Littleton
Structure
Program with goals and funding

Elati Street
Pilot
First corridor completed; creates a framework

Future Corridors
Continued Improvement
Defined process, not "one size fits all" solutions

Study Overview

Safer Streets Littleton History

Program History
- Started in 2024 as a response to both a community tragedy and growing resident desire for mobility choice

Focus on Neighborhood Safety & Mobility
- Implementation projects are limited to local streets & neighborhood connectors

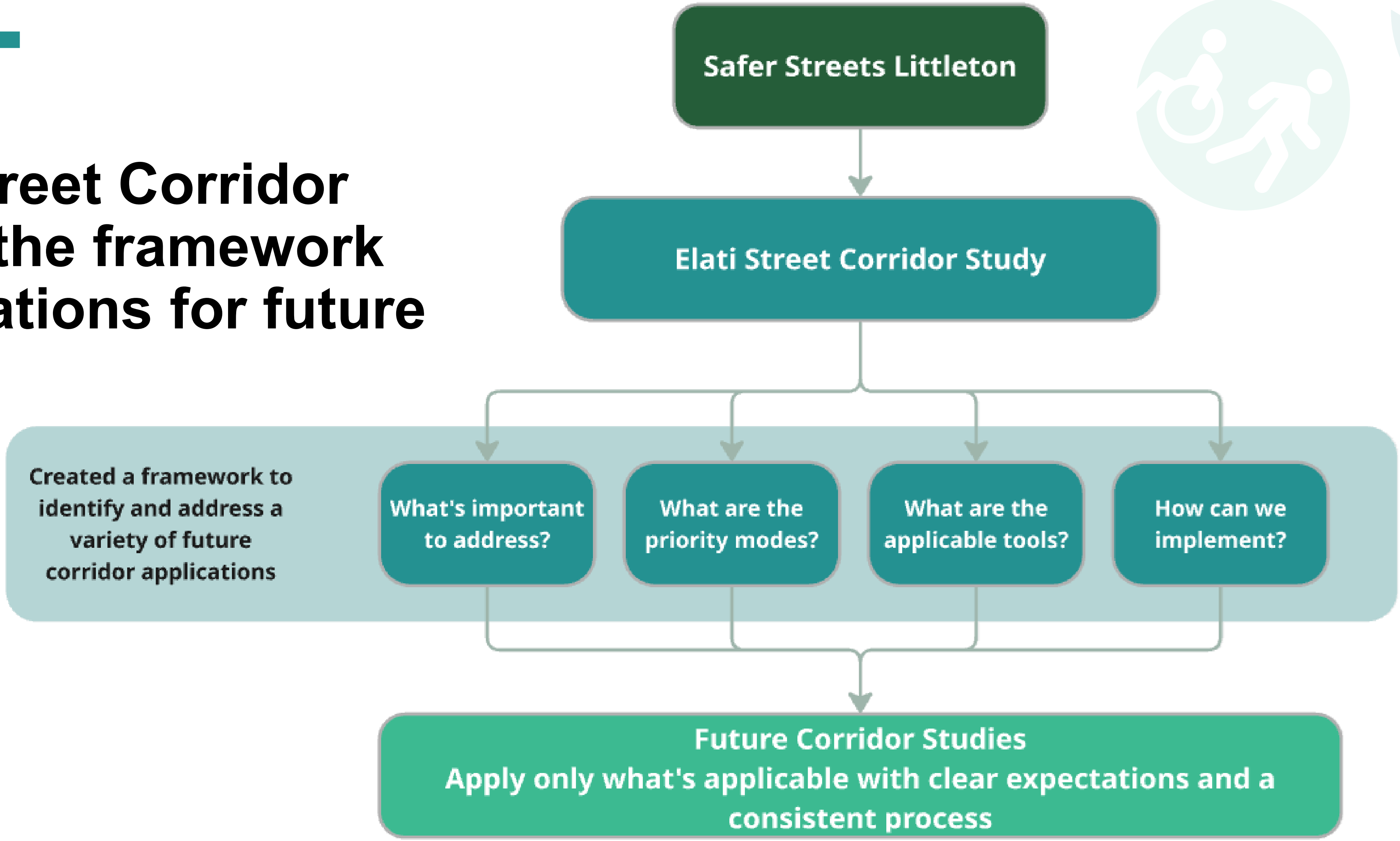
Guided by Four Focus Areas
- Resources & Collaboration
- Culture Change
- Data-Driven Decision-Making
- People-First Streets

Multifaceted Approach
- Citywide Planning
- Pilot & Quick-build Installations
- Corridor Studies
- Education & Outreach

Builds Toward Permanent Investments
- Identify Issue
- Apply best practice solutions
- Evaluate & iterate
- Invest long-term

Part of a Larger Program

The Elati Street Corridor Study sets the framework and expectations for future efforts



Elati Street Corridor Study Process

Step 1:
Identify corridor issues, needs, and goals

Step 3:
Develop Implementation Concepts

Step 5:
Community Confirmation and Final Report

Step 2:
Create and Evaluate Corridor Alternatives

Step 4: Concept Design
Develop Quick-Build and Concept Design

SAFER STREETS
ELATI STREET
Corridor Study
Littleton

Case for Action

1 Safety Must Be Addressed as the Top Priority

2 Slower Vehicle Speeds and Traffic Calming Are Needed

3 Expand and Protect Active Transportation Infrastructure

4 Preserve Neighborhood Character While Improving Access

5 Support Community Health and Connectivity

Survey responses:

91% agree that Elati Street should be safe for people of all ages.

67% are likely to walk more if traffic was slowed.

Roughly 50% want wider sidewalks and 48% said that protected bike lanes would make them more likely to ride.

Residents identified narrower roadways, better landscaping, and context-sensitive design as desirable.

28% already walk daily, and 54% of area trips are under 4 miles.

Public Engagement Overview

Round 1

Existing Conditions

Events Attended: 4

Online Activity: 654 visitors

Survey Responses: 198

Purpose:
Understand how people travel today and how they want Elati Street improved

Round 2

Corridor Vision

Events Attended: 3

Online Activity: 2,088 visitors

Survey Responses: 410

Community Walk Audit: 40+

Purpose:

Identify preferred option, improvement types, and tradeoffs

Round 3

Implementation

Open House: 60+ Attendees

Online Activity: 744 visitors

Survey Responses: 199

Purpose:
Identify preferences for implementation and materials

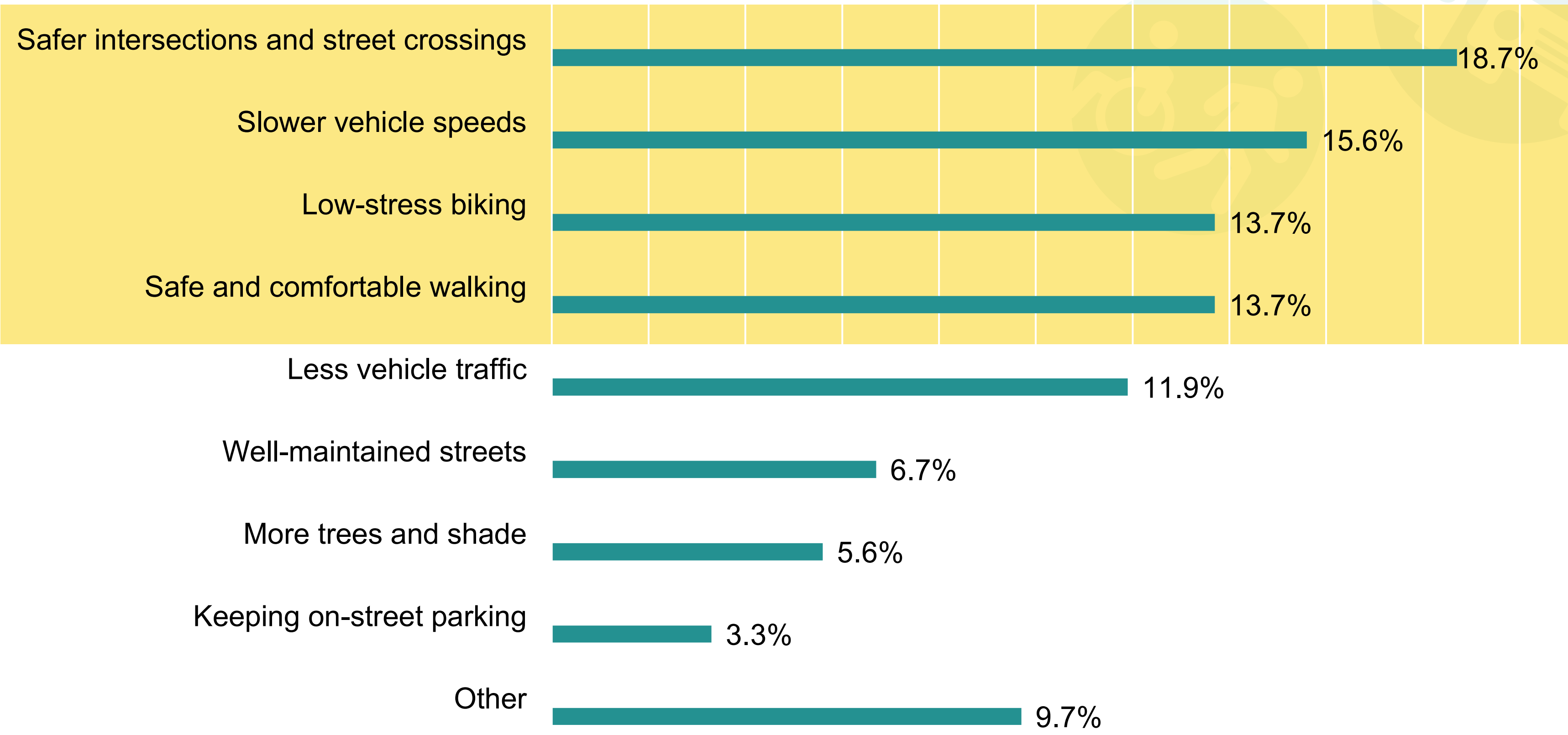
**Added to the original project scope*

Engagement Summary

(Round 1: Existing Conditions)

- Safety concerns center on vulnerable users, not just traffic flow
- Residents want to calm traffic speeds
- Desire to improve walking and biking

Top Improvement Priorities



74%

strongly agree Elati Street should be safe for people of all ages

The traffic circles have to go

Slow down traffic!

Engagement Summary

(Round 2 : Corridor Vision)

OPTION 1
Shared Path Corridor
Preferred Option

DESIGN TRADEOFFS

Pedestrian focus — Bicycle focus

Neighborhood feel — Infrastructure

Lower cost — Higher cost

Shared facilities — Separated facilities

KEY FEATURES

8-12 ft shared use path (west side)

5-6 ft sidewalk (east side)

4-6 ft landscaped buffer (west side)

44% community support

162.5 evaluation score

OPTION 2
Bicycle-Focused Corridor

DESIGN TRADEOFFS

Pedestrian focus — Bicycle focus

Neighborhood feel — Infrastructure

Lower cost — Higher cost

Shared facilities — Separated facilities

KEY FEATURES

10-12 ft two-way cycle track and buffer

5-6 ft sidewalk on both sides

No landscaped buffer

24% community support

142.8 evaluation score

OPTION 3
Pedestrian-Focused Corridor

DESIGN TRADEOFFS

Pedestrian focus — Bicycle focus

Neighborhood feel — Infrastructure

Lower cost — Higher cost

Shared facilities — Separated facilities

KEY FEATURES

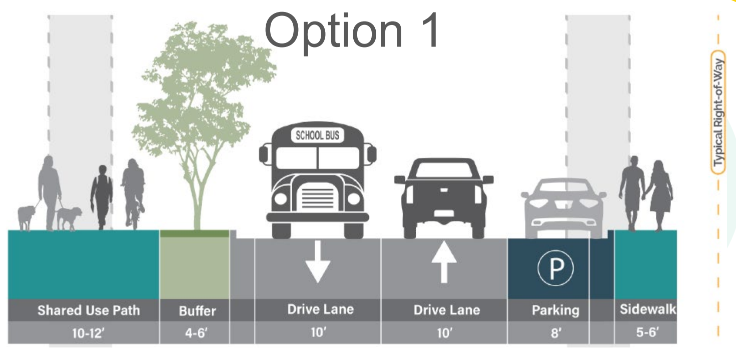
6-8 ft sidewalk on both sides

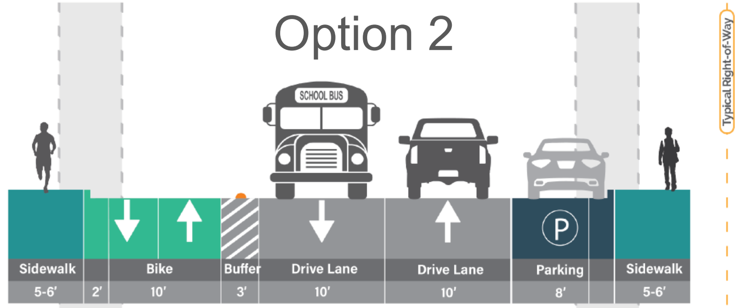
4-6 ft landscaped buffer on both sides

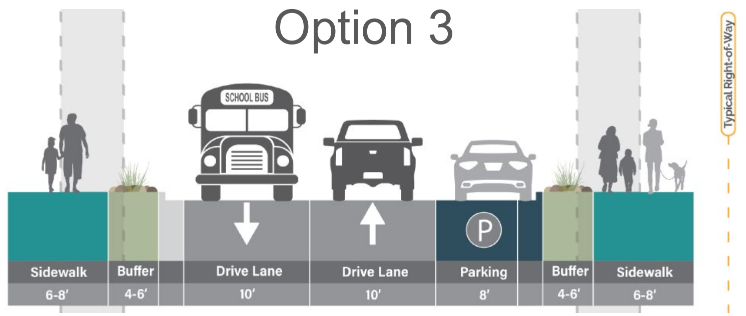
No designated bike facility

14% community support

121.6 evaluation score





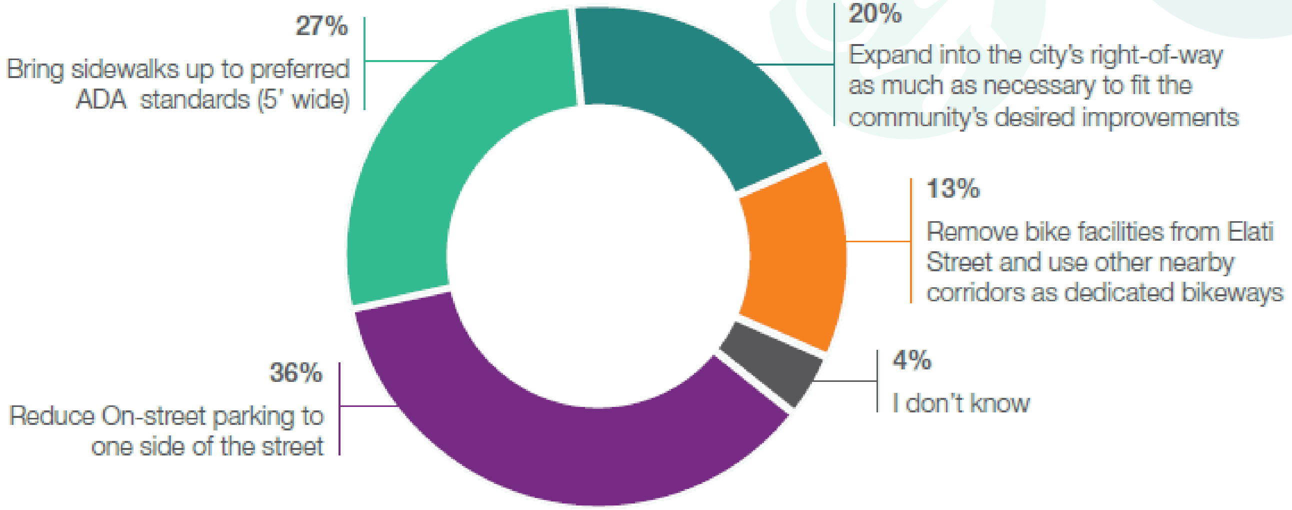


All options include a similar level of traffic calming treatments

Engagement Summary

(Round 2 : Corridor Vision)

- Preferred tradeoffs include reducing on-street parking and bringing sidewalks up to 5’ wide
- Support for the Shared Path option is strongest away from the corridor (47% in nearby neighborhoods vs. 32% for on-corridor residents)
- Corridor residents have a greater desire (64% vs. 44%) for more “permanent” looking materials than all survey respondents.



53%
Would like amenities like street trees, landscaping, and lighting along Elati Street

“I do not want temporary solutions”

44% of all respondents

64% of all respondents who live along Elati Street

Options Scoring

Each alternative was scored using a two-part method:

Quantitative: based on how well specific treatments applied are expected to perform

- (Littleton experience, FHWA countermeasures, NACTO, AASHTO)

+

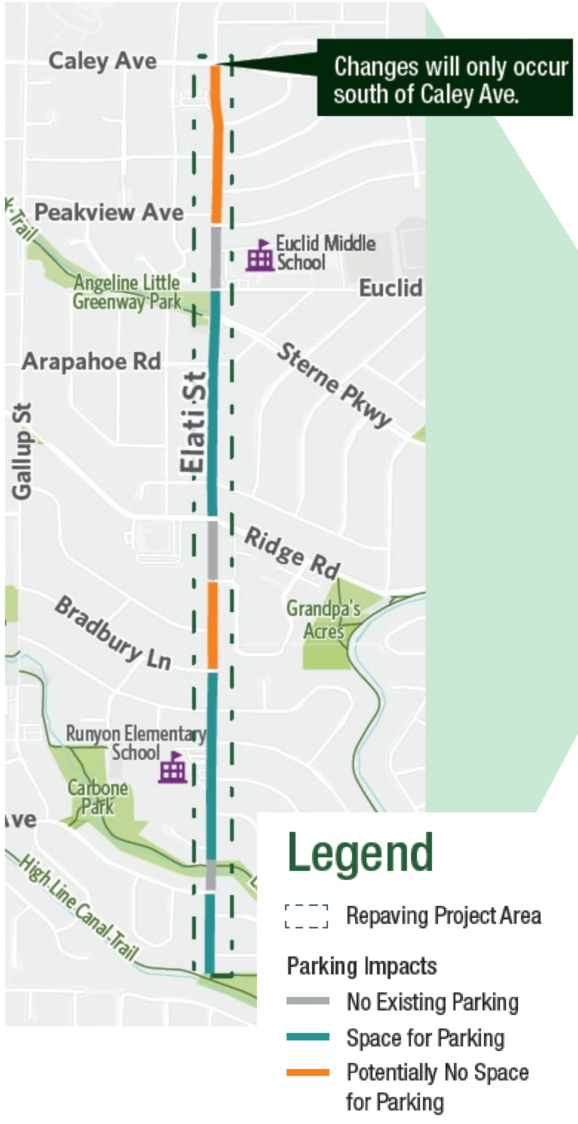
Qualitative: based on professional judgment against the goals

- Scoring criteria were built directly from the Littleton TMP's goals and Feasibility
  - (ROW, community and agency support)
- Community input shaped criteria weighting

Three Paths Forward

Implementation can be scaled and phased

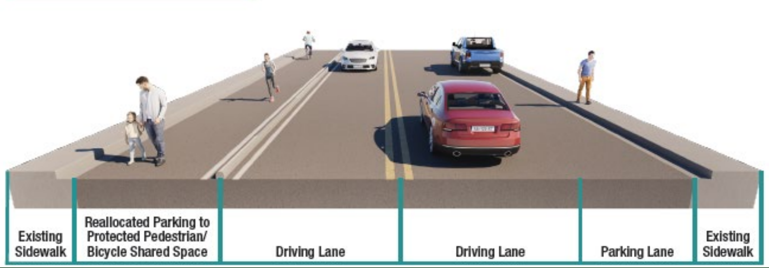
Options:	A	B	C
Opportunity for quick action	✓	✓	
Long-term vision			✓
Improvements apply to full corridor	✓	✓	✓
Additional parking coordination needed		✓	✓



OPTION A:
Traffic Calming Only

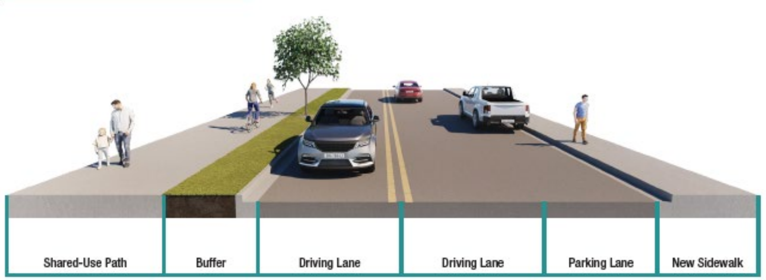
OPTION B:
Traffic Calming + Retrofit

Proposed Cross Section



OPTION C:
Reconstruct Corridor

Proposed Cross Section



Three Paths Forward

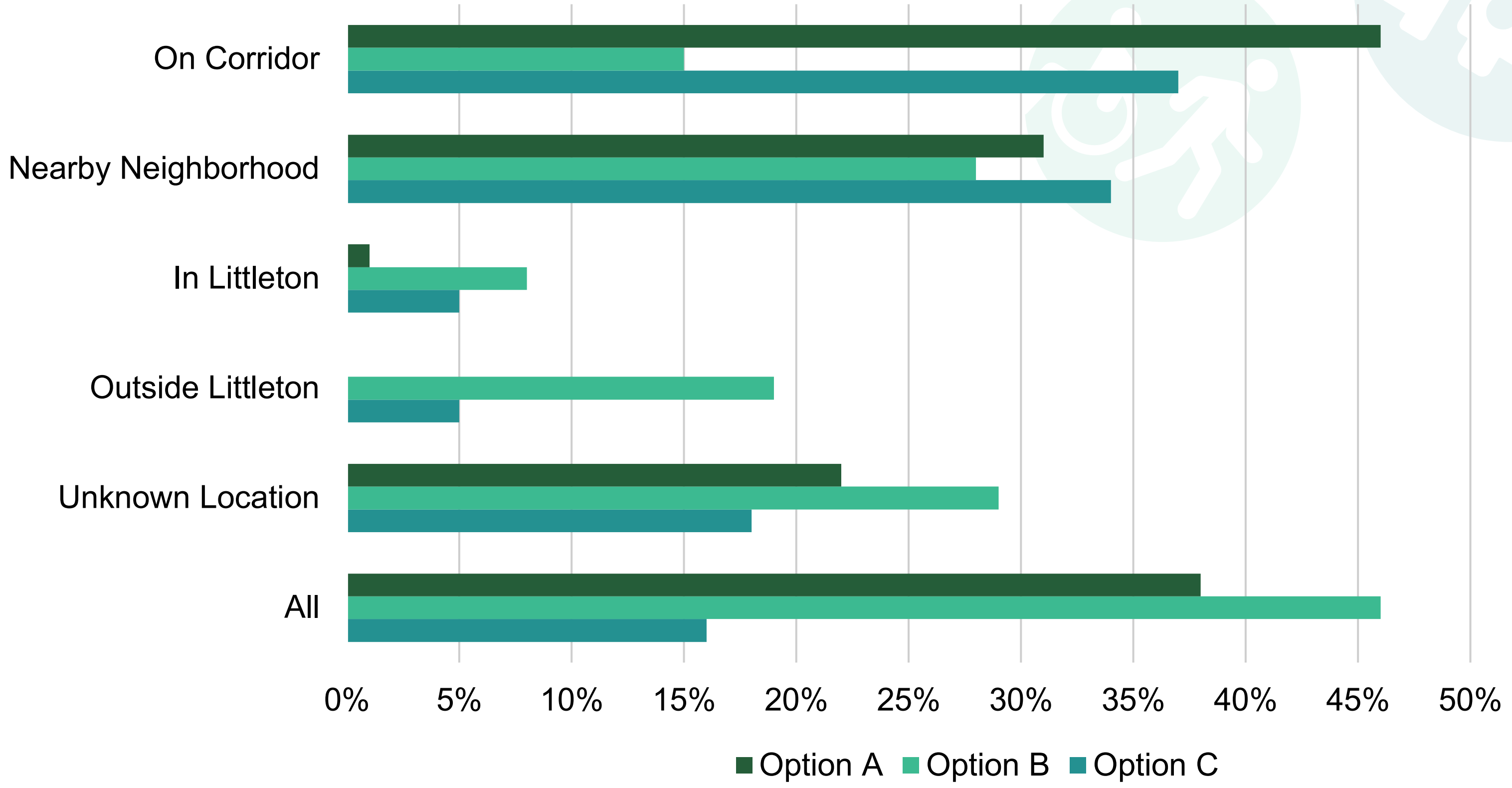
Implementation Option	Cost	Timing	Key Considerations
A: Traffic Calming	$480,000	Complete in 2028	• Can occur with 2028 pavement project • Leverages existing Traffic Calming tools
B: Retrofit + Traffic Calming	$639,000 – $1,112,000	Complete in 2028	• Coordinated with 2028 pavement project • Options for retrofit materials • Parking considerations to be worked through with design and property owner coordination
C: Reconstruction	$14,618,000	2035+	• Dependent on funding • Parking considerations to be worked through with design and property owner coordination

Engagement Summary

(Round 3: Implementation)

- Option A: Traffic calming is the preference of corridor residents
- Option B is the preference for all community responses
- Multiple comments indicate that Option C is a preference, but the community cannot wait that long for improvements

Implementation Preference by Location



46%

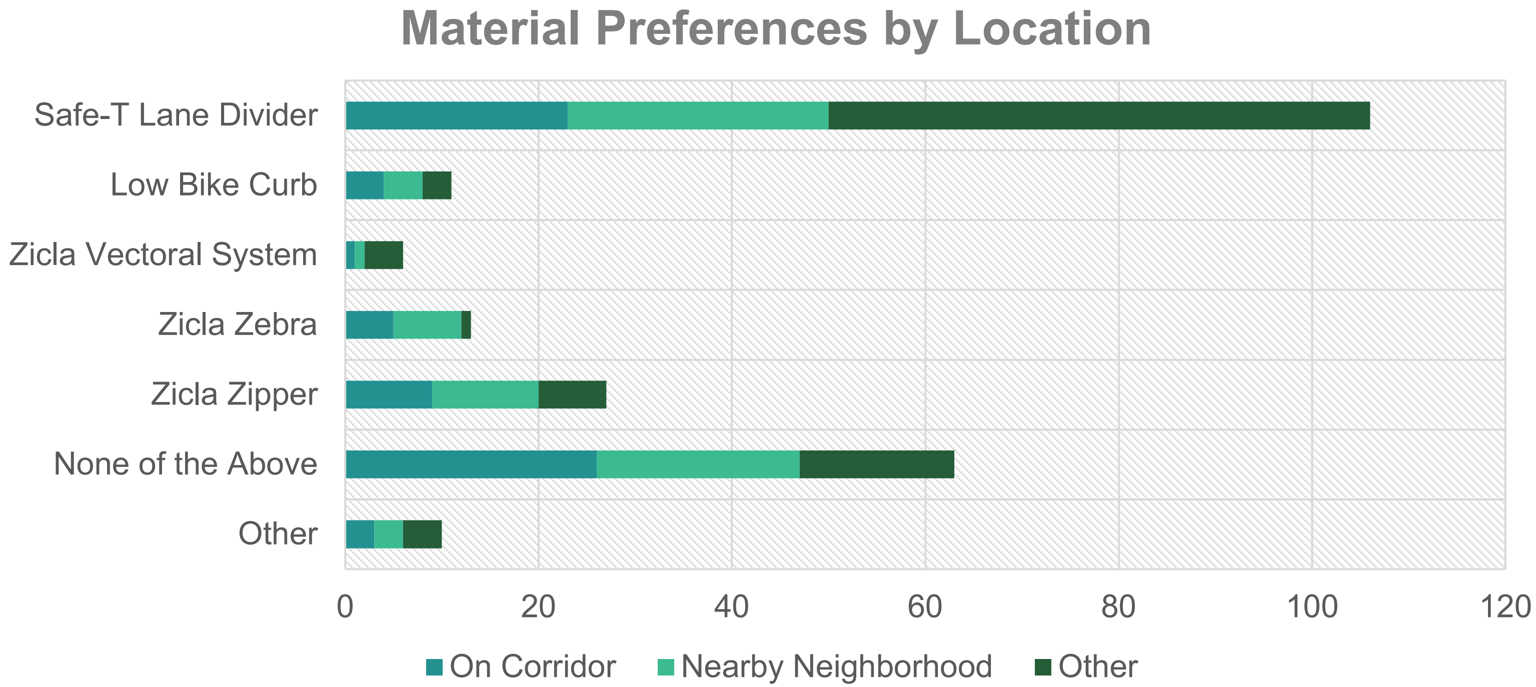
of respondents preferred Option B

I prefer option C – however, with the timeline potentially estimated at 10+ years, I'm not sure this will move the needle... I think B is a good compromise to achieve the goal.

SAFER STREETS ELATI STREET Corridor Study

Engagement Summary (Round 3)

- Desired buffer material was the Safe-T Lane Divider (60%)
- Corridor Residents want “Other/None” for materials or the Safe-T Lane Divider
- South of Euclid Ave is the preference to implement for safe school access



Implementation Recommendation

Staff Recommendation: Option B (Traffic Calming + Retrofit)

Staff recommends:

- Continuing with the Shared Path Corridor Vision
- Implement Traffic Calming & the Retrofit in the near-term
- Leveraging the pavement project to reduce costs
- This iterative step allows staff to assess impacts and benefits to be applied to future corridor efforts and implementation opportunities

Traffic Calming Components and Locations

A – Speed Cushions
B – Raised Intersection
C – Raised Crossing
D – RRFB
E – Traffic Circle Removal
F – Explore All Way Stop

Additional ADA and pedestrian intersection improvements included

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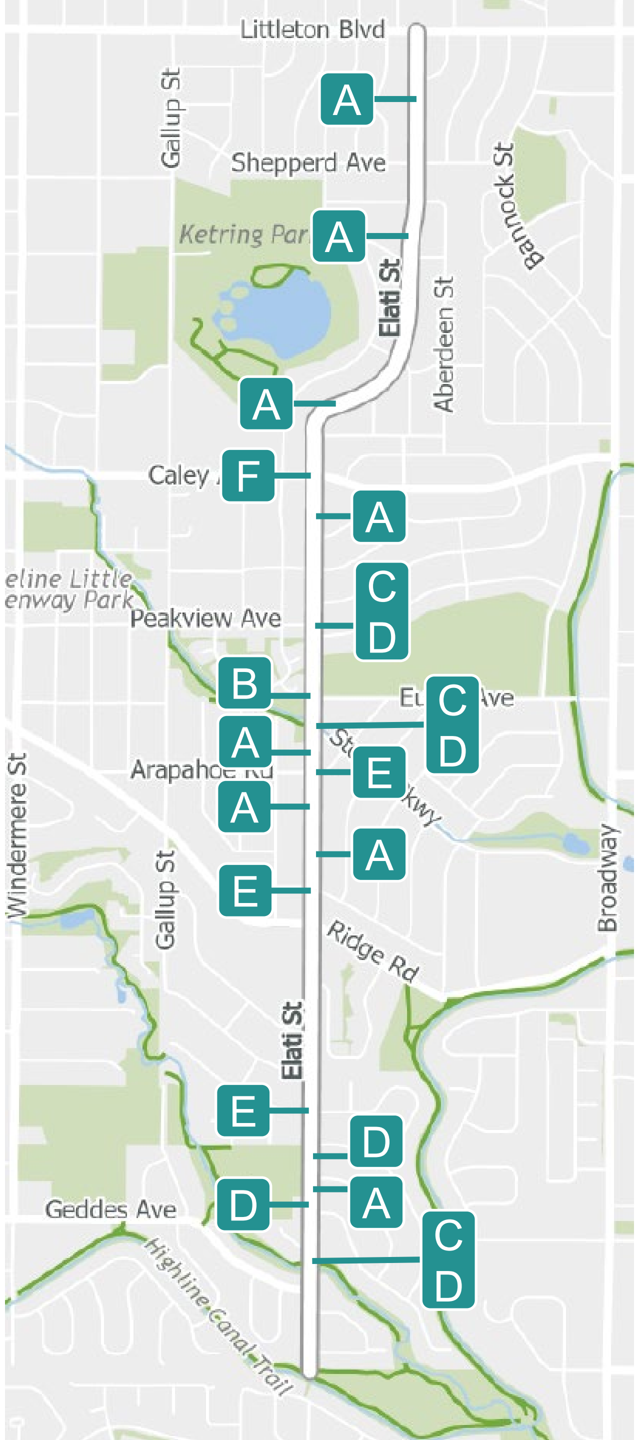
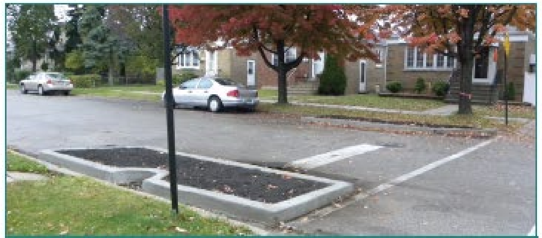



Speed Cushions


Directional Curb Ramps

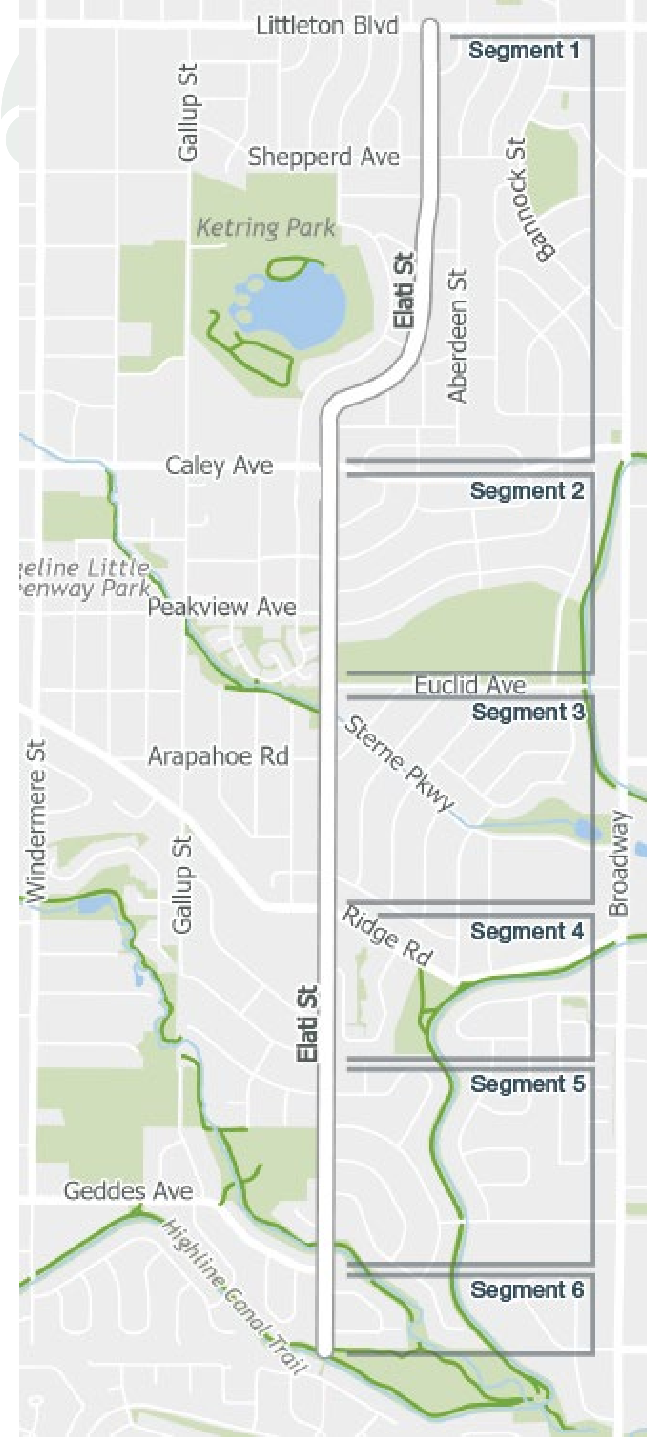

Raised Intersection


Curb Extensions


Raised Pedestrian Crossing

Where the Retrofit Applies

- 2028 paving program provides opportunity for near-term improvements
- Political and community desires for early improvements
- Allows for pilot testing and refinements based on data and feedback

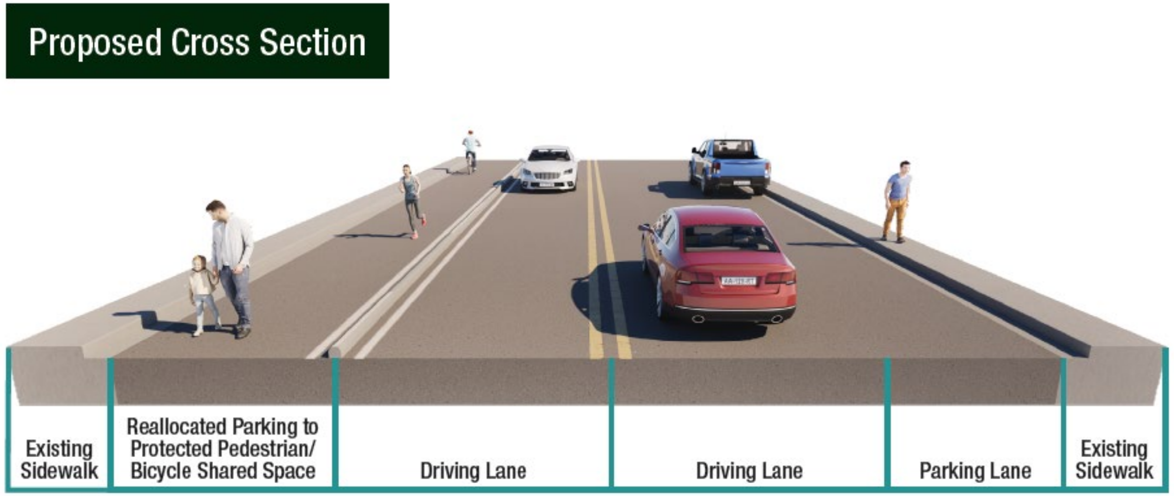


SAFER STREETS ELATI STREET Corridor Study

Moving Forward with Option B

Key changes include:

- Restriping of west side for a <u>10–12-foot protected shared pedestrian/bicycle space</u>
- <u>Physical buffer between shared path and travel lane</u> using vertical separation materials (subject to community material preference)
- <u>Parking consolidated to east side</u>; estimated 67% of total existing spaces retained
- Shared space implemented <u>south of Caley Avenue</u> where pavement width allows
- <u>Coordination with 2028 pavement project</u> to reduce cost and disruption



Cost Estimate: $ 639,000 - $1,112,000

(In addition to the cost of the pavement portion of the project)

Next Steps

Based on Council's direction, staff will:

- Fall 2026 – Finalize Corridor Study Materials
- Winter 2026 – Start solicitation for engineering design
- Winter 2027 – Finalize engineering design
- Spring 2028 – Begin to construct traffic calming & retrofit

Key Questions for Council Discussion

1. Council opinions on Implementation Option B (traffic calming + retrofit) as the working direction/likely path forward?

2. Does this set the right tone and precedent for the rest of Safer Streets Littleton?

ELATI STREET

Thank You!

Staff Communication

File #: Ordinance 17-2026, **Version:** 2

Agenda Date: 09/01/2026

Subject:
Ordinance 17-2026: An ordinance on second reading amending the city code, Title 9, Chapter 1, approving a maximum lawful speed limit of 25 miles per hour within the city limits of Littleton, unless otherwise posted

From:	James L. Becklenberg, City Manager
Prepared by:	Mike Gent, Deputy City Manager
Presentations:	Reid Betzing, City Attorney

PURPOSE:
City Council has consistently prioritized advancing traffic safety for all users of Littleton's transportation network. Reducing the speed of vehicles enhances safety by lowering both the frequency and severity of traffic accidents.

LONG-TERM OUTCOME(S) SERVED:
Safe Community

DISCUSSION:
The City of Littleton has adopted in municipal code the 2024 edition of the "Model Traffic Code" for Colorado municipalities which specifies the speed limit for different types of roadways, including 30 miles per hour on residential roads. The Model Traffic Code also includes a provision empowering cities to adopt by ordinance their own maximum lawful speed limits.

BACKGROUND:
The concept of lowering the default speed limit within city limits has been discussed by members of city council for several years. This discussion evolved into a council priority in 2026, coming out of the city council retreat held February 27-28 and then further refined during the April 7th regular city council meeting.

Prior Actions or Discussions
The Transportation & Mobility Board's discussions have mirrored the city council's discussions and they share the priority of enhancing safety on Littleton's streets.

This ordinance passed on first reading on August 18, 2026.

FISCAL IMPACTS:
City Council adopting an ordinance establishing a default speed limit of 25 miles per hour within city limits, unless otherwise posted, requires limited resources that can be accommodated within the existing budget.

STAFF RECOMMENDATION:

City staff is supportive of city council considering this ordinance in 2026, while staff continues to work on updating the Transportation Master Plan including advancing an overall review of speed limits throughout the city, which could support a further decrease of this default speed limit in 2027.

ALTERNATIVES:

Council can maintain current conditions until 2027 when the speed limit analysis is complete and changes can then be made in coordination with other strategies that support decreased speeds on Littleton's streets.

PROPOSED MOTION:

I move to approve Ordinance 17-2026 on second reading amending the city code, Title 9, Chapter 1, approving a maximum lawful speed limit of 25 miles per hour within the city limits of Littleton, unless otherwise posted.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 17

Series, 2026

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, AMENDING TITLE 9, TRAFFIC REGULATIONS, CHAPTER 1, TRAFFIC CODE, SECTION 1(B) AMENDMENTS APPROVING A MAXIMUM LAWFUL SPEED LIMIT OF 25 MILES PER HOUR WITHIN THE CITY LIMITS OF LITTLETON, UNLESS OTHERWISE POSTED

WHEREAS, the City of Littleton ("City") is authorized, pursuant to C.R.S. §§ 31-15-401 and 42-4-110(1)(b), to adopt and enforce police power regulations in furtherance of the health, safety, and welfare of its citizens, and specifically, to adopt a model traffic code that encompasses the rules of the road and vehicle requirements set forth in Article 4 of Title 42, C.R.S.; and;

WHEREAS, the City of Littleton has adopted the 2024 version of the Model Traffic Code which the Colorado Department of Transportation has published regularly, which is modeled after the applicable state statutes and adopted by municipalities to ensure the uniformity and standardization of traffic regulations throughout the state; and

WHEREAS, pursuant to Colorado Revised Statute (C.R.S.) § 42-4-111(1)(i), local authorities are authorized to exercise police power over the streets and highways under their jurisdiction by altering or establishing speed limits, consistent with state law; and

WHEREAS, the MTC as adopted by the City of Littleton currently sets the maximum lawful speed limit in residence district in the City at thirty (30) miles per hour; and

WHEREAS, City Council wishes to continue its Council Priority of Safer Streets in the City of Littleton by reducing the default speed limit from 30 M.P.H., to 25 M.P.H. unless otherwise posted in residence districts.

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

Section 1: Title 9, Chapter 1, Section 1(B) of the Littleton City Code is hereby amended as follows:

9-1-1(B) AMENDMENTS:

Section 1101(2) of the Model Traffic Code is hereby amended to read as follows:

(2) Except when a special hazard exists that requires a lower speed, the following speeds shall be lawful:

(a) Twenty miles per hour on narrow, winding mountain highways or on blind curves;

(b) Twenty-five miles per hour in any business district, as defined in section 42-1-102(11);

(c) TWENTY-FIVE miles per hour in any residence district, as defined in section 42-1-102(80);

(d) Forty miles per hour on open mountain highways;

(e) Forty-five miles per hour for all single rear axle vehicles in the business of transporting trash that exceed twenty thousand pounds, where higher speeds are posted, when said vehicle is loaded as an exempted vehicle pursuant to section 507(3);

(f) Fifty-five miles per hour on other open highways which are not on the interstate system, as defined in section 43-2-101(2), and are not surfaced, four-lane freeways or expressways;

(g) Sixty-five miles per hour on surfaced, four-lane highways which are on the interstate system, as defined in section 43-2-101(2), or are freeways or expressways;

(h) Any speed not in excess of a speed limit designated by an official traffic control device.

(i) FIFTEEN MILES PER HOURS ON ANY ALLEY OR ALLEYWAY.

(j) WHEN NO SPEED LIMIT IS POSTED, THE DEFAULT SPEED LIMIT SHALL BE TWENTY-FIVE MILES PER HOUR.

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

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

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 18th day of August, 2026, passed on first reading by a vote of 6 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 1st day of September, 2026, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of ___ FOR and ___ AGAINST on the 1st day of September, 2026 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

______________________________	______________________________
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

____
Reid Betzing
CITY ATTORNEY

25 MILES PER HOUR UNLESS OTHERWISE POSTED

Reid Betzing, City Attorney
Mike Gent, Deputy City Manager

SEPTEMBER 1, 2026

Littleton
Colorado

WHY REDUCE THE DEFAULT SPEED LIMIT?

- Promote a culture of safety within our neighborhoods
- Makes default speed limit consistent with vast majority of posted neighborhood speed limits
- Draw attention to the topic of vehicle speeds
- Reduce speed of vehicles

Littleton

WHAT DOES THE ORDINANCE DO?

- Creates through the City a default speed limit of 25 m.p.h when not otherwise posted.
- This change reduces the default speed limit in residential neighborhoods from 30 m.p.h. to 25 m.p.h.

FUTURE STEPS TO PROMOTE SAFE SPEEDS

- Publicize change to default speed limit
- Transportation Master Plan update
- City-wide speed limit study
- Revisit most appropriate default speed limit
- Implement interdepartmental approach to educate, engineer, and enforce safe speeds in Littleton

Littleton

COMMUNICATION PLAN

Nextdoor

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Littleton

QUESTIONS AND DISCUSSION

Littleton Colorado