



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, November 1, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

5. Consent Agenda Items

- a) [Resolution 55-2016](#) A resolution, as the governing body of the City of Littleton Emergency Medical Transportation Enterprise, adopting the 2017 budget.
Attachments: [Resolution No 55-2016](#)
- b) [Resolution 56-2016](#) A resolution, as the governing body of the Littleton Sewer Utility Enterprise, adopting the 2017 budget.
Attachments: [Resolution No 58-2015](#)
- c) [Resolution 57-2016](#) A resolution, as the governing body of the City of Littleton Stormwater and Flood Management Utility Enterprise, adopting the 2017 budget.
Attachments: [Resolution No 57-2016](#)
- d) [Ordinance 24-2016](#) An ordinance on first reading approving the modification of the Term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services.
Attachments: [Ordinance No 24-2016](#)
[Ordinance 2014-01 - Comcast MSA \(010714\)](#)
[City of Littleton MSA \(092116\)](#)
[City of littleton First Amendment \(092116\)](#)
[Enterprise Services general terms and conditions \(091916\)](#)

- e) [Resolution 49-2016](#) A resolution approving the 2017 Highline Business Improvement District Operating Plan and Budget
Attachments: [Resolution Highline Business Improvement District](#)
[2017 Highline Business District Operating Plan and Budget](#)
- f) [Ordinance 20-2016](#) An ordinance on first reading adopting the 2017 fee schedule
Attachments: [Ordinance No 20-2016](#)
[2017CityFeeScheduleExhibitA](#)
- g) [Ordinance 27-2016](#) An ordinance on first reading amending Title 10 of the City Code concerning the definitions of Group Home for Persons with Handicaps, Handicap and Assisted Living Facility and to add supplementary standards for group homes for persons with disabilities.
Attachments: [Ordinance 27-2016 Group Home](#)
[PB Reso 18-2016 APPROVED 102416](#)
[Littleton Street Classification map](#)
[Littleton Zoning map](#)
- h) [Ordinance 25-2016](#) An ordinance on first reading approving a rezoning and an amended Riverside General Planned Development Plan located at 5000 and a portion of 4900 South Prince Street
Attachments: [Ordinance 25-2016](#)
[PB Reso 22-2016](#)
[Application](#)
[Letter of Intent](#)
[Criteria Statement](#)
[Rezoning Map](#)
[Amended Riverside General Planned Development Plan](#)
[Color Renderings](#)
- i) [Ordinance 26-2016](#) An ordinance on first reading granting a temporary easement to Civil and Environmental Engineering Department Colorado State University for a streambed study in South Platte Park
Attachments: [Ordinance No 26-2016](#)
[2016 CSU Easement South Platte Park Temporary Construction Easement 082](#)
[2016 CSU Easement South Platte Park Overview of Data Collection Methodolo](#)
[2016 CSU Easement South Platte Park SSPD Access Permit](#)

- j) [Resolution 41-2016](#) A resolution approving a final plat for the Broadmoor Seventh Filing Minor Subdivision
- Attachments: [Resolution No. 41-2016](#)
[Vicinity Map](#)
[Application and Attachments](#)
[Final Plat Broadmoor Seventh Filing Minor Subdivision](#)
- k) [ID# 16-259](#) Certification of the October 18, 2016 regular meeting minutes
- Attachments: [CC Meeting Journal 10-18-2016](#)

6. Ordinances for Second Reading and Public Hearing

- a) [Ordinance 21-2016](#) An ordinance on second reading to be known as the "Annual Appropriation Bill", adopting the annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2017 and ending December 31, 2017.
- Attachments: [Ordinance No 21-2016](#)
- b) [Ordinance 22-2016](#) An ordinance on second reading establishing the tax levy of 6.662 mills to defray the costs of municipal government of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the city's fiscal year beginning January 1, 2017 and ending December 31, 2017.
- Attachments: [Ordinance No 22-2016](#)

7. General Business

- a) [ID# 16-256](#) Windermere Street Traffic Calming
- Attachments: [2016 Windermere Street Traffic Calming Updated Petition](#)
[2010 Windermere Street Traffic Calming Council packet](#)
[2016 Windermere Street Traffic Calming Map](#)

8. Public Comment

9. Comments / Reports

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

10. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.

FIRST PUBLIC COMMENT

CONSENT AGENDA AND GENERAL BUSINESS ITEMS

3 MINUTE LIMIT PER SPEAKER

Tuesday November 1, 2016

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	EMAIL ADDRESS	ITEM # / SUBJECT
1. Ryan Bailey ✓	rtbailey@cengr.colostate.edu	i. ordinance 26-2016
2. PAUL BINGHAM ✓	pbingham@ecentral.net	26 5H
3. Stephanie Thomas 6847 S. Windermere St. Littleton, CO 80120 ✓	sathomas17@gmail.com	traffic Calming on ^{South} Windermere.
4. Rachel Short 0740 S. Windermere St. Littleton CO 80120 ✓	millerracheld@yahoo.com	traffic Calming
5. Pam ✓		re: hail.egs
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		



File #: Resolution 55-2016, **Version:** 1

Agenda Date: 11/01/2016

Subject:

A resolution, as the governing body of the City of Littleton Emergency Medical Transportation Enterprise, adopting the 2017 budget.

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does city council support a resolution to adopt the 2017 budget for the Littleton Emergency Medical Transportation Enterprise Fund?

BACKGROUND:

The city council reviewed the 2017 proposed budget during three study sessions September 19-21. There were no changes to this fund.

STAFF ANALYSIS:

As the governing body of the City of Littleton Emergency Medical Transportation Enterprise, the city council is required to adopt a budget for this fund.

FISCAL IMPACTS:

Approval will establish a 2017 appropriation of \$3,977,110.

STAFF RECOMMENDATION:

Approve resolution adopting the 2017 budget for the Emergency Medical Transportation Enterprise Fund.

PROPOSED MOTION:

I move that the resolution adopting the 2017 Littleton Emergency Medical Transportation Enterprise budget be approved.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 55**

4
5 **Series of 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO, AS THE GOVERNING BODY OF THE CITY**
9 **OF LITTLETON EMERGENCY MEDICAL TRANSPORTATION**
10 **ENTERPRISE, ADOPTING THE 2017 BUDGET.**

11
12 **WHEREAS**, the city council established the City of Littleton Emergency
13 Medical Transportation Enterprise (the “Enterprise”) by Ordinance Number 15, Series of 2000;
14 and

15
16 **WHEREAS**, the city council, as the governing board of the Enterprise, has the
17 authority under said ordinance to establish the budget for the Enterprise;

18
19 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
20 **THE CITY OF LITTLETON, COLORADO, ACTING AS THE GOVERNING BOARD**
21 **OF THE CITY OF LITTLETON EMERGENCY TRANSPORTATION ENTERPRISE,**
22 **THAT:**

23
24 The budgeted expenditures for the City of Littleton Emergency Medical
25 Transportation Enterprise for the period January 1, 2017 to December 31, 2017 shall be
26 \$3,977,110.

27
28 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
29 City Council of the City of Littleton, Colorado, on the 1st day of November, 2016, at 6:30 p.m. at
30 Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

31 **ATTEST:**

32
33 _____
34 Wendy Heffner
35 CITY CLERK

36
37 _____
38 Bruce O. Beckman
39 MAYOR

40 **APPROVED AS TO FORM:**

41
42 _____
43 Kenneth S. Fellman
44 ACTING CITY ATTORNEY



File #: Resolution 56-2016, Version: 1

Agenda Date: 11/01/2016

Subject:

A resolution, as the governing body of the Littleton Sewer Utility Enterprise, adopting the 2017 budget.

Presented By: Doug Farmen, Finance Director

POLICY QUESTION:

Does council support a resolution to adopt the 2017 budget for the Littleton Sewer Utility Enterprise Fund?

BACKGROUND:

The city council reviewed the 2017 proposed budget during three meetings September 19-21. There were no proposed changes to this fund.

STAFF ANALYSIS:

N/A

FISCAL IMPACTS:

Approval will establish a 2017 appropriation of \$17,670,870.

STAFF RECOMMENDATION:

Approve resolution adopting the 2017 budget for the Littleton Sewer Utility Enterprise Fund.

PROPOSED MOTION:

I move that the resolution adopting the 2017 budget for the Littleton Sewer Utility Enterprise Fund be approved.

44

45

46

Kenneth S. Fellman

47 ACTING CITY ATTORNEY

48

49



File #: Resolution 57-2016, Version: 1

Agenda Date: 11/01/2016

Subject:

A resolution, as the governing body of the City of Littleton Stormwater and Flood Management Utility Enterprise, adopting the 2017 budget.

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does city council support a resolution to adopt the 2017 budget for the City of Littleton Stormwater and Flood Management Utility Enterprise Fund?

BACKGROUND:

The city council reviewed the 2017 proposed budget during three meetings September 19-21. There were no proposed changes to this enterprise fund from those meetings.

Due to emergency repairs in 2016 on Broadway, staff is recommending spending an additional \$290,000 in 2016 (for council review in a 2016 Budget Amendment later this year). This use of available fund balance results in deferring the same amount from 2017 to 2018, depending on funding availability. The 2017 appropriation resolution is \$290,000 less than the proposed budget, due to the emergency repairs.

STAFF ANALYSIS:

N/A

FISCAL IMPACTS:

Approval will establish a 2017 appropriation of \$649,030.

STAFF RECOMMENDATION:

Approve resolution adopting the budget for the 2017 Stormwater and Flood Management Utility Enterprise Fund.

PROPOSED MOTION:

I move that the resolution adopting the budget for the City of Littleton 2017 Stormwater and Flood Management Utility Enterprise Fund be approved.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 57**

4
5 **Series of 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO, AS THE GOVERNING BODY OF THE CITY**
9 **OF LITTLETON STORMWATER AND FLOOD MANAGEMENT**
10 **UTILITY ENTERPRISE, ADOPTING THE 2017 BUDGET.**

11
12 **WHEREAS**, the city council established the City of Littleton Stormwater and
13 Flood Management Enterprise (the "Enterprise") by Ordinance Number 33 Series of 2013; and

14
15 **WHEREAS**, the city council, as the governing board of the Enterprise, has the
16 authority under said ordinance to establish the budget for the Enterprise;

17
18 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
19 **THE CITY OF LITTLETON, COLORADO, ACTING AS THE GOVERNING BOARD**
20 **OF THE CITY OF LITTLETON STORMWATER AND FLOOD MANAGEMENT**
21 **UTILITY ENTERPRISE, THAT:**

22
23 The budgeted expenditures for the City of Littleton Stormwater and Flood
24 Management Utility Enterprise for the period January 1, 2017 to December 31, 2017 shall be
25 \$649,030.

26
27 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
28 City Council of the City of Littleton, Colorado, on the 1st day of November, 2016, at 6:30 p.m. at
29 Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

30 **ATTEST:**

31
32 _____
33 Wendy Heffner
34 CITY CLERK

35 _____
36 Bruce O. Beckman
37 MAYOR

38 **APPROVED AS TO FORM:**

39 _____
40 Kenneth S. Fellman
41 ACTING CITY ATTORNEY
42



File #: Ordinance 24-2016, Version: 1

Agenda Date: 11/01/2016

Subject:

An ordinance on first reading approving the modification of the Term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services.

Presented By: Ken Price, Information Services Director
--

POLICY QUESTION:

Does city council support modifying the term of the Master Services Agreement (MSA) with Comcast Cable Communications Management, LLC, for telecommunications connectivity services?

BACKGROUND:

By Ordinance, on January 21, 2014, the city entered into a 60-month (five-year) Master Services Agreement (MSA) with Comcast Cable Communications Management, LLC ("Comcast") for telecommunications connectivity services to the Littleton Fire Rescue (LFR) Administration Office at 1221 West Mineral Avenue, LFR Station 17 at 9554 South University Boulevard, and LFR Station 18 at 401 West Timbervale Trail.

The term of the MSA needs modification due to the addition of Comcast telecommunication connectivity services to the following service locations: the Littleton Center at 2255 West Berry Avenue, the Bellevue Service Center at 1800 West Bellevue Avenue, LFR Station 12 at 6529 South Broadway, LFR Station 13 at 6290 West Coal Mine Avenue, LFR Station 14 at 6600 South Colorado Boulevard, LFR Station 15 at 2702 East Dry Creek Road, LFR Station 16 at 8119 Blakeland Drive, and LFR Station 19 at 8490 West TrailMark Parkway.

The addition of these locations requires modifying the MSA. The original MSA was set to expire January 20, 2019. This ordinance will extend five years from the date the ordinance is approved

STAFF ANALYSIS:

Comcast has provided network services to the City of Littleton for 12 years as part of the INET in the 2000 Cable Franchise Agreement. This includes the fiber optic connections to all city buildings for voice, video, and data. The city's franchise agreement has expired and Comcast has informed the city that in order to continue the fiber optic connections to all city buildings, the INET must be removed from the new franchise agreement and added to the MSA.

When this Ordinance was discussed at the October 18, 2016 city council meeting, questions were asked about *Article 7, Indemnification* in the MSA. In 2014, the city attorney's office worked with Comcast to

develop a First Amendment to the MSA. Paragraphs 4 and 5 of the First Amendment address Indemnification. The Comcast MSA and the First Amendment were attachments to Ordinance 2014-1 and are also attachments to this Ordinance.

FISCAL IMPACTS:

The monthly fee for Comcast's telecommunication connectivity services will be \$10,400. This fee will be split between the city, LFR, and the fire partners.

STAFF RECOMMENDATION:

Since this is the only form of connectivity between city buildings, the staff recommends approving the modifications to the MSA.

PROPOSED MOTION:

I move to approve the ordinance on first reading to modify the term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services and to schedule a public hearing for November 15, 2016 at 6:30 p.m. in the council chamber.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 24**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, APPROVING THE MODIFICATION OF THE**
11 **TERM OF THE MASTER SERVICES AGREEMENT**
12 **BETWEEN THE CITY AND COMCAST CABLE**
13 **COMMUNICATIONS MANAGEMENT, LLC FOR**
14 **TELECOMMUNICATIONS CONNECTIVITY SERVICES**

15
16 **WHEREAS**, by Ordinance, on January 21, 2014 the city entered into a 60-month
17 (5-year) Master Services Agreement (MSA) with Comcast Cable Communications Management,
18 LLC for telecommunications connectivity services to the Fire Administration Office at 1221
19 West Mineral Avenue, Littleton Fire Rescue (LFR) Station 17 at 9554 South University Blvd,
20 and LFR Station 18 at 401 West Timbervale Trail;

21
22 **WHEREAS**, the city desires to add telecommunications connectivity services to
23 the Littleton Center at 2255 West Berry Avenue, the Belleview Service Center at 1800 West
24 Belleview Avenue, LFR Station 12 at 6529 South Broadway, LFR Station 13 at 6290 West Coal
25 Mine Avenue, LFR Station 14 at 6600 South Colorado Boulevard, LFR Station 15 at 2702 East
26 Dry Creek Road, LFR Station 16 at 8119 Blakeland Drive, and LFR Station 19 at 8490 West
27 Trailmark Parkway;

28
29 **WHEREAS**, adding these locations to the MSA requires modifying the original
30 term of the MSA, so that it will expire 60-months (5-years) from the date this Ordinance is
31 approved;

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

35
36 **Section 1:** The modification of the term of the Master Services Agreement
37 between the city and Comcast Cable Communications Management, LLC, attached hereto, is
38 hereby approved.

39
40 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
41 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
42 validity of the remaining sections of this ordinance. The City Council hereby declares that it
43 would have passed this ordinance, including each part, section, subsection, sentence, clause or
44 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
45 clauses or phrases may be declared invalid.

46
47 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
48 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
49 repealer clauses of such ordinance nor revive any ordinance thereby.

1
2
3 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
4 of the City of Littleton on the 1st day of October, 2016, passed on first reading by a vote of ____
5 FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis Library,
6 the Municipal Courthouse and on the City of Littleton Website.

7 PUBLIC HEARING on the Ordinance to take place on the 15th day of November,
8 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
9 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

10 PASSED on second and final reading, following public hearing, by a vote of _____ FOR
11 and _____ AGAINST on the 15th day of November, 2016 and ordered published by posting at
12 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

13 ATTEST:

14 _____
15 Wendy Heffner
16 CITY CLERK

Bruce O. Beckman
MAYOR

17
18 APPROVED AS TO FORM:
19

20 _____
21 Ken S. Fellman
22 CITY ATTORNEY
23
24

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 1

Series, 2014

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, APPROVING A MASTER SERVICES AGREEMENT AND FIRST AMENDMENT WITH COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, FOR TELECOMMUNICATIONS CONNECTIVITY SERVICES

WHEREAS, the current telecommunications connectivity to the Fire Prevention Office (FPO) (1221 W Mineral Ave), Littleton Fire Rescue (LFR) Station 17 (9554 S University Blvd), and LFR Station 18 (401 W Timbervale Trl) is not sufficient for the services provided by the city;

WHEREAS, the city desires to enter into a 60-month (5-year) Master Services Agreement (MSA) with Comcast for improved telecommunications connectivity services to these locations; and

WHEREAS, City Charter, Section 103, states that no contract for service shall be made by the city for a period longer than two years, unless authorized by an ordinance;

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

Section 1: The Master Services Agreement and First Amendment between the city and Comcast Cable Communications Management, LLC, for telecommunication connectivity services is hereby approved.

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 7th day of January, 2014, passed on first reading by a vote of

1 5 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis

2 Library, the Municipal Courthouse and on the City of Littleton Website.

3 PUBLIC HEARING on the Ordinance to take place on the 21st day of

4 January, 2014, in the Council Chambers, Littleton Center, 2255 West Berry Avenue,

5 Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

6

7 PASSED on second and final reading, following public hearing, by a vote of 7 FOR

8 and 0 AGAINST on the 21st day of January, 2014 and ordered published by

9 posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton

10 Website.

11 ATTEST:

DocuSigned by:

Wendy Heffner

7FEE432A8267419...

Wendy Heffner

CITY CLERK

DocuSigned by:

Phil Cernanec

8432418D3EEB403...

Phil Cernanec

PRESIDENT OF CITY COUNCIL

16 APPROVED AS TO FORM:

DocuSigned by:

Kristin Schledorn

4A3FB34EA4884FE...

Kristin Schledorn

DEPUTY CITY ATTORNEY

21
22

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: CO-292706-mande	MSA Term: 60 months	Account Name: City of Littleton
--------------------------	---------------------	---------------------------------

CUSTOMER INFORMATION

Primary Contact: Ken Price	<u>Primary Contact Address Information</u>
Title: Information Services Director	Address 1: 2255 W. Berry Ave
Phone: (303) 795-3722	Address 2:
Cell:	City: Littleton
Fax:	State: CO
Email: kprice@littletongov.org	Zip Code: 80120

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.


The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)

Signature:	
Name:	Phil Cernone
Title:	President of Council
Date:	1/28/2017

COMCAST USE ONLY (by authorized representative)

Signature:	Sales Rep: James McGarry
Name:	Sales Rep Email: james_mcgarry@cable.comcast.com
Title:	Region: Mile High
Date:	Division: West

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. CO-292706-mande

This First Amendment ("Amendment") is concurrently entered into on December 27, 2013 ("Effective Date") in conjunction with the Comcast Enterprise Services Master Services Agreement No. CO-292706-mande ("Agreement") by and between Comcast Cable Communications Management, LLC ("Comcast") and City of Littleton ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. Article 2.2 of the Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

"Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon thirty (30) days prior written notice to the other Party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other Party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use."

2. Article 2.9 of the General Terms and Conditions is hereby modified to read as follows:

"Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, to the extent permitted by the Colorado Open Records Act ("CORA"), Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the

Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site."

3. Article 3.11 of the General Terms and Conditions is hereby modified to read as follows:

"Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service, except to the extent such charges are incurred after Customer notifies Comcast of such use and requests Comcast to restrict, suspend or discontinue providing Service to limit any such charges. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service."

4. Article 7.2 of the General Terms and Conditions is hereby modified to read as follows:

"Customer's Indemnification Obligations. To the extent permitted under Colorado law, Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service."

5. Article 7.3 of the General Terms and Conditions is hereby modified to read as follows:

"Indemnification Procedures. To the extent permitted under Colorado law, the Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed."

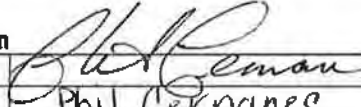
6. Article 9.1 of the General Terms and Conditions is hereby modified to read as follows:

"Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); (ii) as required to be disclosed by Customer pursuant to CORA; or (iii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care."

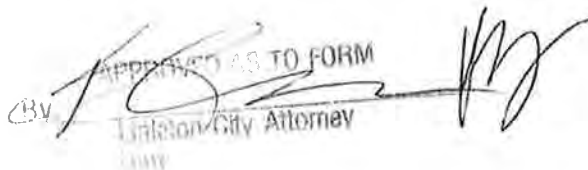
7. Article 11.15 is hereby added to the General Terms and Conditions to read as follows:

"Non-Appropriation of Funds. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local or state agency for performance during any fiscal period of the term of a Sales Order, such Sales Order may be terminated ("Termination") by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this "Non-Appropriation of Funds" provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of the applicable Sales Order, all of which are to be paid by Customer to Company within thirty (30) days from the Company provided invoice date. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order, for any fiscal period under the applicable Sales Order Term."

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of Littleton		Comcast Cable Communications Management, LLC	
Signature:		Signature:	
Printed Name:	Phil Cernanec	Printed Name:	
Title:	Mayor	Title:	
Date:	1/24/2014	Date:	

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

APPROVED AS TO FORM
BY 
Littleton City Attorney

COMCAST ENTERPRISE SERVICES GENERAL TERMS AND CONDITIONS

VERSION: 1.2

DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Comcast.

Agreement, Enterprise Services Master Services Agreement or MSA: Consists of the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, these Enterprise Services General Terms and Conditions ("General Terms and Conditions"), the then current Product-Specific Attachment for each ordered Service ("PSA"), any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions ("Amendment(s)"), and each Sales Order accepted by Comcast under the Agreement.

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Comcast: The operating company affiliate or subsidiary of Comcast Cable Communications Management, LLC that provides the Services under the Enterprise Services Master Service Agreement. References to Comcast in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Website or Website: The Comcast website where the General Terms and Conditions, PSAs and other Comcast security and privacy policies applicable to the Agreement will be posted. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>. Comcast may update the Website documents and/or URL from time to time.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed

Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties' communications regarding such items.

Customer: The company, corporation, or other entity named on the Enterprise Services Master Service Agreement Cover Page and a Sales Order.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The point of interconnection between the Network and Customer's provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Comcast Equipment at a Service Location.

General Terms and Conditions: These Enterprise Services General Terms and Conditions.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Network: Consists of the Comcast Equipment, facilities, fiber optic cable associated with electronics and other equipment used to provide the Services.

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

Product Specific Attachment(s) (PSA): The additional terms and conditions applicable to Services ordered by Customer under the Agreement.

Revenue Commitment: A commitment by Customer to purchase a minimum volume of Service during an agreed term, as set forth in a Sales Order.

Sales Order: A request for Comcast to provide the Services to a Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

Service(s): A service provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial use only. Services available under this Agreement are identified on the Website.

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services, to the extent the Customer owns, leases, or otherwise controls such location(s).

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.

Tariff: A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Termination Charges: Charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

ARTICLE 1. CHANGES TO THE AGREEMENT TERMS

Comcast may change or modify the Agreement, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice Comcast is able to verify such adverse affect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and

maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Comcast as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Article, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.

2.5 Ownership, Impairment and Removal of Network.

The Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

2.6 Customer-Provided Equipment ("CE"). Comcast shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Comcast nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful misconduct of Comcast. CE shall at all times be compatible with the Network as determined by Comcast in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Comcast.

2.7 Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location.

2.9 Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Except as otherwise provided in the applicable PSA, Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Comcast. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained in the applicable PSA) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or in the applicable PSA(s) monthly recurring charges for Ethernet, Video and Internet Services that are identified on a Sales Order shall not increase during the Service Term. Except as otherwise indicated herein or in the Sales Order(s), Voice Service pricing, charges and fees can be found in the applicable PSA.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Comcast. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based

services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two months charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer. If Comcast uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Comcast. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that

such deposit is no longer necessary, then the amount of the deposit (plus any required deposit interest) will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.6 Taxes and Fees. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees, right of way fees and Universal Service Fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases Comcast's costs of providing Services, Customer shall pay Comcast's additional costs of providing Services under the new law, rule, regulation or judgment.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment which Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Agreement Term. Upon execution of the Agreement, Customer shall be allowed to submit Sales Orders to Comcast during the term referenced on the Master Service Agreement Cover Page ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the Parties to execute a new agreement. This Agreement shall continue in effect until the expiration or termination date of the last Sales Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

4.2 Sales Order Term/Revenue Commitment. The applicable Service Term and Revenue Commitment (if any) shall be set forth in the Sales Order. Unless otherwise stated in these terms and conditions or the applicable PSA, if a Sales Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date. In the event Customer fails to satisfy a Revenue Commitment, Customer will be billed a shortfall charge pursuant to the terms of the applicable PSA.

4.3 Sales Order Renewal. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in the Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty (30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the

Services, any and all applicable Termination Charges, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

- A.** Comcast shall disconnect the applicable Service;
- B.** Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems;
- C.** If Customer has terminated the Sales Order prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Sales Order prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges (if any);
- D.** Customer shall, permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable; and

E. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Comcast.

5.4 Resumption of Service. If a Service has been discontinued by Comcast for cause and Customer requests that the Service be restored, Comcast shall have the sole and absolute discretion to restore such Service. At Comcast's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 Limitation of Liability.

A, THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY

LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR TERMINATION CHARGES.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.**

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

C. In no event shall Comcast, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any Customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. Comcast shall indemnify, defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Customer Service Location.

7.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast,

including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or CE. If Comcast has agreed to provide updates and changes, such updates and changes may be performed remotely or on-site by Comcast, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast. If Customer fails to agree to such updates, Comcast will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in

strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Publicity. The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party.

9.4 Passwords. Comcast may furnish Customer with user identifications and passwords for use in conjunction with certain Services, including, without limitation, for access to certain non-public Comcast website materials. Customer understands and agrees that such information shall be subject to Comcast's access policies and procedures located on Comcast's Web Site.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in a PSA, Comcast assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Comcast, or in emergencies when physical safety is at issue, and that Comcast may disclose the

same to the extent necessary to satisfy any law, regulation, or governmental request. Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall indemnify, defend, and hold Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and Comcast Use Policies.

Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for assuring that any and all of its users comply with the provisions of the Agreement. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Comcast's commercial privacy policy applies to Comcast's handling of Customer confidential information. Comcast's privacy policy is available on the Website.

10.3 Privacy Note Regarding Information Provided to Third Parties. Comcast is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

11.3 Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

11.6 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver; Etc. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This

Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.14 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.



File #: Resolution 49-2016, Version: 1

Agenda Date: 11/01/2016

Subject:

A resolution approving the 2017 Highline Business Improvement District Operating Plan and Budget

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support approval of the 2017 Highline Business Improvement District Operating Plan and Budget?

BACKGROUND:

The Highline Business Improvement District (the "district") was organized to provide financing for public improvements and services within the Highline Business Area, commonly known as the Ridge at South Park. The district is governed by a board of directors consisting of five electors of the district appointed by city council (the "directors"). The current directors will continue to serve through 2017.

STAFF ANALYSIS:

All capital improvements for which the district was organized have been completed and are in service. No additional improvements are planned for 2017.

FISCAL IMPACTS:

In 2015, the district successfully negotiated a mutual agreement with the bondholder of the Series 200B Bonds for a reduction and payoff of the 200B bond debt. This reduced the overall bond debt that was subsequently refinanced with a loan from CoBiz in the amount of \$3,000,000. The refinancing resulted in a reduction from the previous bond interest rate of 8.75% to a loan interest rate of 3.60%. An overall present value savings of \$1,299,525 was achieved by the district.

Terms of the 2015 CoBiz loan requires the district to impose a debt service mill levy up to the maximum of 37 mills for payment of the loan principal and interest. The debt amortization schedule is attached as Exhibit C to the Operating Plan.

Due to debt forgiveness and refinancing of the bonds, the overall district debt has been reduced by \$1,890,544. District property owners will receive the direct benefit of a reduction in the projected mill levy (in the 2017 budget year), of approximately 35% (to 22 mills). Further, it is projected that the District will drop the debt service mill from 22 to 18 beginning with budget year 2018.

STAFF RECOMMENDATION:

Staff recommends that the resolution approving the 2017 Operating Plan and Budget for Highline Business Improvement District be approved.

PROPOSED MOTION:

I move to approve the resolution approving the 2017 Highline Business Improvement District Operating Plan and Budget.

HIGHLINE BUSINESS IMPROVEMENT DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

September 2, 2016

VIA ELECTRONIC AND U.S. MAIL
ccwh@littletongov.org

Wendy Heffner, City Clerk
City of Littleton
2255 W. Berry Ave.
Littleton, CO 80120

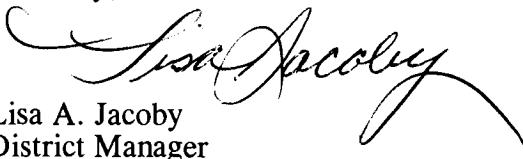
Re: Highline Business Improvement District (HBID)
2017 Operating Plan and Budget

Dear Ms. Heffner:

Please find enclosed the 2017 Operating Plan and Budget for the Highline Business Improvement District, filed pursuant to Section 31-25-1211, C.R.S. Formal filing of the Plan and Budget is being made via e-mail, with a hard copy being sent by regular mail.

Kindly advise me when City Council will be considering the Plan for approval. If there are any questions regarding the Plan, please contact me 303-987-0835.

Sincerely,


Lisa A. Jacoby
District Manager

enclosure

c: Rick Kron, Esq.; Spencer Fane

2017
OPERATING PLAN
AND BUDGET
for the
HIGHLINE BUSINESS IMPROVEMENT DISTRICT
in the City of Littleton, Arapahoe County, Colorado

Submitted September 2, 2016

TABLE OF CONTENTS

INTRODUCTION	2
ARTICLE I - Background	2
Section 1.01. Purpose.....	2
Section 1.02. Organization; Applicable Law	2
Section 1.03. District Boundaries	2
Section 1.04. District Board of Directors	2
Section 1.05. Annual Operating Plan and Budget	3
ARTICLE II - 2016 District Improvements, Services	3
Section 2.01. Capital Improvements.....	3
Section 2.02. Operations/Services/Programs.....	3
ARTICLE III - Bonds, District Debt	3
Section 3.01. Bonds	3
Section 3.02. Debt Service Payments	3
Section 3.03. Other District Obligations.....	3
ARTICLE IV – Special Revenue Fund	4
Section 4.01. Special Revenue Fund.....	4
ARTICLE V - 2016 Budget.....	4
Section 5.01. Budget Document	4
Section 5.02. Debt Service.....	4
Section 5.03. Payment of Advances.	4
Section 5.04. General Operations Expense.....	4
Section 5.05. Other revenues	5
ARTICLE VI – Conclusion	5

**2017
OPERATING PLAN AND BUDGET
Highline Business Improvement District**

INTRODUCTION

The Highline Business Improvement District is pleased to file its 2017 Operating Plan and Budget ("the Plan").

The statutory deadline for filing the Plan is on or before September 30th. In the past, City Council has requested that the District file the Plan with the City by September 1st, if possible. In response, this Plan is being filed with the City as close to the deadline as feasible, on September 2, 2016.

ARTICLE I - Background

Section 1.01. Purpose. The Highline Business Improvement District ("District") was organized to provide financing for public improvements and services needed within the area commonly known as the Ridge at SouthPark.

Section 1.02. Organization; Applicable Law. The District was organized pursuant to the Business Improvement District Act, § 31-25-1201, et seq., C.R.S. (the "Act"), by Ordinance Number 25, Series of 1998, passed and adopted by the City Council of the City of Littleton, Colorado, on August 18, 1998 ("Organization Ordinance").

Section 1.03. District Boundaries. A map and boundary description of the District are attached as **Exhibit A**. There has been no change in the District boundaries since it was organized, and none is contemplated for 2016.

Section 1.04. District Board of Directors. The District is governed by a Board of Directors consisting of five (5) electors of the District appointed by the City Council (the "Directors"). The current Directors will continue to serve through 2017. The names and addresses of current Directors and current District contact information are set forth on the attached **Exhibit B**.

The Board currently is a fairly diverse group, with owners, CEOs, managers, or representatives of four different companies, and one from the Mission Hills Baptist Church.

Section 1.05. Annual Operating Plan and Budget. The Act requires that the District submit an annual Operating Plan and Budget for the coming budget year on or before September 30. This document is the 2016 submittal for the 2017 budget year.

ARTICLE II - 2016 District Improvements, Services

Section 2.01. Capital Improvements. All capital improvements for which the District was organized have been completed and are in service. No additional improvements are planned for 2017.

Section 2.02. Operations/Services/Programs. The District does not currently provide ongoing services or programs and does not plan to in 2017 other than administration and payment of financial obligations.

ARTICLE III - Bonds, District Debt

Section 3.01. Successful Bond Refunding. In 2015, the District successfully negotiated a mutual agreement with the bondholder of the Series 2000B Bonds for a reduction and payoff of the 2000B bond debt, which reduced the overall bond debt; that was then refinanced with a Loan from CoBiz Bank in the amount of \$3,000,000. The refinancing resulted in a reduction from the previous Bond interest rate of 8.75%, to a Loan interest rate of 3.60%. An overall present value savings of \$1,299,525 was achieved by the District.

Section 3.02. Debt Service and Contract Payments. Pursuant to the 2015 CoBiz Loan terms, the District is required to impose a Debt Service Mill Levy at a level sufficient, up to the maximum debt service mill levy of 37.000 Mills, for payment of the Loan Principal and Interest. The vastly improved debt amortization schedule is attached hereto as **Exhibit C**.

Section 3.03. Other District Obligations (Operations and Management Agreement and Advance and Reimbursement Agreements).

Operations and Management Agreement: As a result of the Series 2000B Bond refinancing, the District successfully negotiated with the beneficiaries of the 2003 Agreement to settle a potential dispute and for a reduction in the obligation from \$389,112 to \$150,000 and payoff; for a total savings to the District of \$239,112.

Advance and Reimbursement Agreement(s): As a result of the Series 2000B Bond refinancing, the District has paid off the balance of the 2001 Advance and Reimbursement Agreements (as of August 31, 2016), in the amount of \$171,907.09.

ARTICLE IV – Special Revenue Fund

Section 4.01. Special Revenue Fund. The South Park Owners Association, Mission Hills Baptist Church, and the District entered into an agreement dated March 4, 2008 to modify the covenants affecting certain property to allow the church's proposed use. The modification provided for the church to make contractual payments to the District and the SouthPark Metropolitan District in amounts that approximate the revenue derived from the debt service and operations mill levy.

Following notice and hearing, the 2010 budget was amended by the creation of a "Special Revenue Fund" to track this revenue and this fund has been continued each year since 2010 through 2015.

Pursuant to the 2015 refinancing of the Series 2000B Bonds, the revenue from the Mission Hills Baptist Church is solely pledged to payment of the Loan and as a result, the Special Revenue Fund is no longer a necessary part of the budget – this revenue is now budgeted for in the Debt Service Fund.

ARTICLE V - 2017 Budget

Section 5.01. Budget Document. The proposed budget of the District for fiscal year 2017 is attached as **Exhibit D**. The District Board will adopt a final budget following the appropriate Notice and Public Hearing as required by law.

Section 5.02. Debt Service. The District projects to levy 22.000 Mills for Debt Service for collection in 2017, and will apply all of the proceeds of this levy, net of county treasurer fees, to the Loan. This is a reduction of 11.2 mills from budget year 2016.

Section 5.03. Payment of Advances. As predicted, the District has paid off the Advance and Reimbursement Agreements effective August 31, 2016.

Section 5.04. General Operations Expense.

(a) Cost Estimates. The expected 2017 expenditures for administrative functions necessary to enable the District to meet its contractual and statutory compliance obligations are as shown in **Exhibit D**. This includes Board of Director meetings (typically one or two per year) and office expenses, preparing and making required filings, bookkeeping, audit, legal, management, a 3% TABOR emergency reserve, and costs of interacting with the City, other governmental entities and landowners. District Directors are not compensated by the District for their service on the Board.

(b) Operations Mill Levy. In 2005, the District proposed a new mill levy at the rate of 2.900 mills to be imposed in 2005 for collection in 2006, and in subsequent years, to raise funds for general operations. At the special election held November 1, 2005 the voters approved the new tax. The proposed District Budget reflects revenues of

approximately \$31,989 from the 2.900 mill levy, which with other revenues are expected to be sufficient to cover the District's general administration expenses in 2017.

(c) Contingency. A Contingency expense is budgeted and appropriated for (subject to available revenue) in the event of any unforeseen expenditures.

(d) Dissolution. A Dissolution expense is budgeted and appropriated for (subject to available revenue), to allow for sufficient funds in the future to pay for costs relating to the planned event of dissolving the District, upon retirement of all debt.

Section 5.05. Other revenues. The only sources of revenue expected by the District in 2017 are general property taxes, specific ownership taxes, interest income and the Mission Hills Baptist Church contractual payments. The District does not plan to impose any fees, charges or special assessments in 2017 but has the authority to do so in future years, subject to applicable law.

ARTICLE VI – Conclusion

In 2015, the District was successful in negotiating a reduction of overall debt, which otherwise could not have been achieved without the assistance of the affected parties.

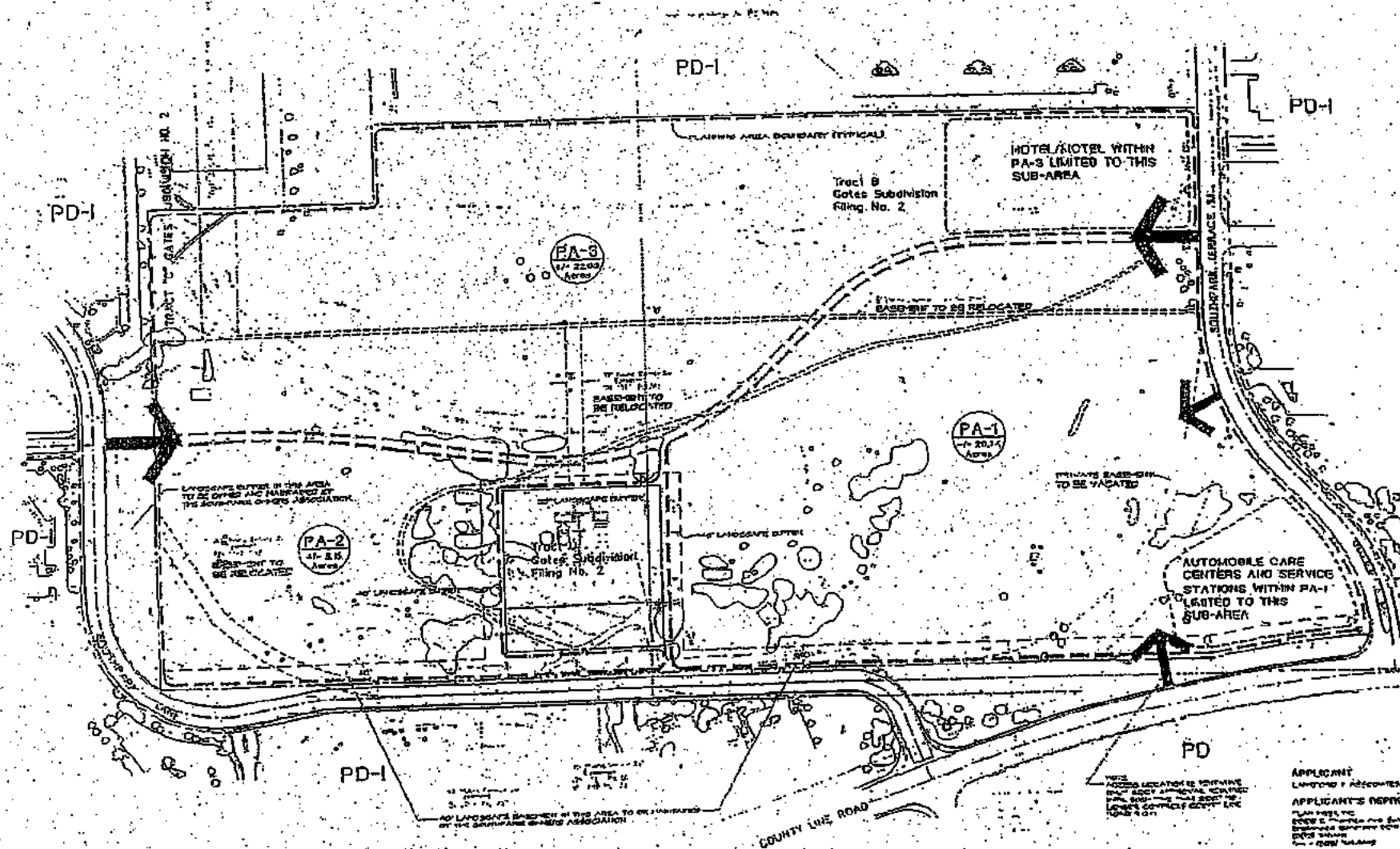
Due to debt forgiveness and refinancing of the bonds, the overall District debt has been reduced by \$1,890,544. Taxpayers will receive the direct benefit of a reduction in the projected mill levy (in this budget year), of approximately 35%. Further, it is projected that the District will drop the debt service mill from 22.000 to 18.000 beginning with budget year 2018.

The District Board thanks the City Council and City Staff for their continued assistance in operating the District. Pursuant to § 31-25-1211, C.R.S., the City is to approve or disapprove the Operating Plan and Budget within 30 days of the receipt of this Operating Plan and Budget and any additional documentation which the City may require, but in no event later than December 5, 2016. The District Board respectfully requests the adoption of a resolution or ordinance of approval.

EXHIBIT A
Map and Boundary Description

AMENDMENT TO GATES PD

A PORTION OF THE SE 1/4 OF SEC. 33 AND THE SW 1/4 SEC. 34, T5S, R68W, 6TH P.M.
CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO
PLANNED DEVELOPMENT - INDUSTRIAL (PD-I)



APPLICANT
LAWYER & ASSOCIATES
APPLICANT'S DEPT
PLAN 1001, MC
EVEN 2, 1001, MC
EVEN 2, 1001, MC
EVEN 2, 1001, MC
EVEN 2, 1001, MC
EVEN 2, 1001, MC



EXHIBIT B

September 2, 2016

HIGHLINE BUSINESS IMPROVEMENT DISTRICT

City of Littleton, Arapahoe County, Colorado

Date Formed: August 18, 1998 (by Ordinance No. 25, Series of 1998)
SFBB File No.: 14585
Statute: 31-25-1201, et seq., C.R.S. (BID)
Employer Identification No.: 84-1529994
Sales Tax Identification No.: 98-15996-0000
PDPA No.: *interest 100071005101/non-interest 100071000101*

REGULAR MEETINGS: No regular meetings are scheduled.

OFFICIAL POSTING PLACES: On the light pole located on the northwest corner of Southpark Lane and Southpark Terrace and two public locations along Southpark Lane to be selected by the person posting (for 72-hour postings)

BOARD OF DIRECTORS:

Steven Rasmussen, President (w) 303-278-7676
MIE Properties, Inc. (f) 303 278-7666
420 Corporate Circle, Suite A steve.rasmussen@mieproperties.com
Golden, CO 80401
Term: Appt 9/03

Jacob "Jake" P. Kuijper (w) 303-713-9400 X6501
Colorado County Officials and Employees (c) 303-912-7475
Retirement Association jkuijper@ccoera.org
751 Southpark Drive
Littleton, CO 80129
Term: Appt 2/2/10

Mike McKesson (w) 303-798-7111
Facilities Contracting Inc. (f) 303-790-7199
981 Southpark Lane (c) 303-888-7111
Littleton, CO 80120 mmckesson@facilitiescontracting.com
Term: Appt 2006

Keith Carson 303-794-3564
Mission Hills Church kcarson@missionhills.org
620 Southpark Drive
Littleton, CO 80120
Term: Appt 2013

Patrick D. Dunahay
Dunahay Properties LLLP
621 Southpark Drive, Unit 600
Littleton, CO 80120
Term: Appt 7-15-14

(w) 303-761-6022
pdunahay@pdaroadgear.com

DISTRICT MANAGER / CONTACT PERSON:

Lisa A. Jacoby
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228

(w) 303-987-0835
(f) 303-987-2032
ljacoby@sdmsi.com

AUDITOR:

L. Paul Goedecke
L. Paul Goedecke, P.C.
950 Wadsworth Blvd., Suite 204
Lakewood, CO 80214

(w) 303-232-2866
(f) 303-232-9452
lpgcpa@qwestoffice.net
Asst. Diane: lpgdiane@qwestoffice.net

GENERAL COUNSEL:

Norman F. (Rick) Kron, Jr., Esq.
Spencer Fane LLP
1700 Lincoln St., Suite 2000
Denver, CO 80203

303-839-3704
Fax – 303-839-3838
rkron@spencerfane.com

Courtney Linney, Paralegal

303-839-3814
clinney@spencerfane.com

PUBLICATION:

Littleton Independent
c/o CCN
2329 West Main Street #103
Littleton, CO 80120

(w) 303-566-4120 (Judy)
(f) 303-794-1909
northlegals@ccnewspapers.com

PUBLISHES ON THURSDAYS (LITTLETON) OR FRIDAY (ENGLEWOOD); DEADLINE
IS PRECEDING THURSDAY. Prefers copy sent by fax.

EXHIBIT C
Debt Service Schedule

DETAILED BOND DEBT SERVICE

**Highline Business Improvement District
Series 2015 Refunding Bonds**

Bond Component 2015 (BOND15)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2015			24,463.67	24,463.67	
12/01/2015	190,000	3.716%	55,740.00	245,740.00	270,203.67
06/01/2016			52,209.80	52,209.80	
12/01/2016	260,000	3.716%	52,209.80	312,209.80	364,419.60
06/01/2017			47,379.00	47,379.00	
12/01/2017	270,000	3.716%	47,379.00	317,379.00	364,758.00
06/01/2018			42,362.40	42,362.40	
12/01/2018	225,000	3.716%	42,362.40	267,362.40	309,724.80
06/01/2019			38,181.90	38,181.90	
12/01/2019	230,000	3.716%	38,181.90	268,181.90	306,363.80
06/01/2020			33,908.50	33,908.50	
12/01/2020	240,000	3.716%	33,908.50	273,908.50	307,817.00
06/01/2021			29,449.30	29,449.30	
12/01/2021	250,000	3.716%	29,449.30	279,449.30	308,898.60
06/01/2022			24,804.30	24,804.30	
12/01/2022	260,000	3.716%	24,804.30	284,804.30	309,608.60
06/01/2023			19,973.50	19,973.50	
12/01/2023	265,000	3.716%	19,973.50	284,973.50	304,947.00
06/01/2024			15,049.80	15,049.80	
12/01/2024	275,000	3.716%	15,049.80	290,049.80	305,099.60
06/01/2025			9,940.30	9,940.30	
12/01/2025	535,000	3.716%	9,940.30	544,940.30	554,880.60
	3,000,000		706,721.27	3,706,721.27	3,706,721.27

EXHIBIT D
2017 Budget

HIGHLINE BUSINESS IMPROVEMENT DISTRICT
Assessed Value, Property Tax and Mill Levy Information

	2015		2016		2017	
	Actual		Adopted Budget		Preliminary Budget	
Assessed Valuation	\$	10,363,695	\$	10,717,618	\$	11,030,695
Mill Levy						
General Fund		2.900		2.900		2.900
Debt Service Fund		37.000		33.200		22.000
Temporary Mill Levy Reduction		-		-		-
Refunds and Abatements		-		-		-
Total Mill Levy		39.900		36.100		24.900
Property Taxes						
General Fund	\$	30,055	\$	31,081	\$	31,989
Debt Service Fund		383,457		355,825		242,675
Temporary Mill Levy Reduction		-		-		-
Refunds and Abatements		-		-		-
Actual/Budgeted Property Taxes	\$	413,512	\$	386,906	\$	274,664

HIGHLINE BUSINESS IMPROVEMENT DISTRICT

GENERAL FUND 2017 Preliminary Budget with 2015 Actual, 2016 Budget, and 2017 Estimated Budget

	2015 Actual	01/16-07/16 YTD Actual	2016 Adopted Budget	2016 Estimated Budget	2017 Preliminary Budget
BEGINNING FUND BALANCE	\$ 46,439	\$ 24,368	\$ 18,441	\$ 24,368	\$ 20,037
REVENUE					
Property Tax Revenue	29,888	30,691	31,081	31,081	31,989
Specific Ownership Taxes	9,805	1,230	1,554	1,554	1,599
Interest Income	88	53	100	100	100
Miscellaneous Income					
Total Revenue	39,781	31,974	32,735	32,735	33,688
Total Funds Available	86,220	56,342	51,176	57,103	53,725
EXPENDITURES					
Accounting	8,483	4,204	9,000	8,000	6,000
Management	12,694	858	9,000	5,000	4,000
Audit	4,202	4,068	5,000	4,500	4,500
Insurance/SDA	3,301	3,335	3,452	5,000	5,000
Legal	7,174	678	9,000	5,000	4,000
Statutory Compliance	47	-	-	-	-
Miscellaneous	1,424	274	600	600	600
Treasurer's Fees	449	460	466	466	480
Dissolution Reserve	-	-	-	-	-
Total Expenditures	37,726	13,877	36,518	28,566	24,580
Other Financing (Sources) Uses					
Contingency	-	-	8,676	3,500	5,000
Transfer to Debt Service	45,000	-	-	-	20,000
Emergency Reserves	-	-	982	-	1,011
Total Expenditures Requiring Appropriation	82,726		46,176	32,066	50,591
Designated for Dissolution Reserve	-	-	5,000	5,000	5,000
Undesignated	-	-	-	-	-
ENDING FUND BALANCE	\$ 3,494	\$ 56,342	\$ -	\$ 20,037	\$ 3,134

* - The Board is not anticipating the use of these funds until 2025, therefore the balance has been designated as a portion of the ending fund balance rather than as an expenditure in the current year.

HIGHLINE BUSINESS IMPROVEMENT DISTRICT

DEBT SERVICE FUND 2017 Preliminary Budget with 2015 Actual, 2016 Adopted Budget, and 2017 Estimated Budget

	2015 Actual	01/16-07/16 YTD Actual	2016 Adopted Budget	2016 Estimated Budget	2017 Preliminary Budget
2-501 BEGINNING FUND BALANCE	\$ 4,331	\$ 282,510	\$ 297,694	\$ 282,510	\$ 293,975
REVENUE					
2-510 Property Tax Revenue	381,336	351,355	355,825	355,825	242,675
2-515 Specific Ownership Taxes		14,076	17,791	17,791	12,134
2-520 Loan Proceeds	3,000,000	-	-	-	-
2-530 Contract Revenue (Church)	92,568	169,806	169,806	169,806	117,124
2-575 Miscellaneous Income	-	-	-	-	-
2-560 Interest Income	972	472	505	505	505
2-593 Transfer from General Fund	45,000	-	-	-	20,000
2-594 Transfer from Special Revenue Fund	92,568	-	111	111	-
Total Revenue	3,612,444	535,709	544,038	544,038	392,438
Total Funds Available	3,616,775	818,219	841,732	826,548	686,413
EXPENDITURES					
2-605 Bond Principal	2,650,000		-	-	-
2-606 Bond Interest			-	-	-
2-607 Loan Principal	200,865		260,000	260,000	270,000
2-608 Loan Interest	79,921	52,297	104,420	104,420	94,758
2-610 Construction/Mgmt Payoff	150,000		-	-	-
2001 Advance and Reimbursement Agreement	180,000		169,062	171,907	-
2-630 Cost of Issuance	(68,276)		-	-	-
2-668 Paying Agent Fees	-		2,200	2,200	2,200
2-700 Treasurer's Fees	5,722	5,272	5,337	5,337	3,640
Total Expenditures	3,198,232	57,569	541,019	543,864	370,598
Other Financing (Sources) Uses					
2-594 Transfer from Special Revenue Fund	-	-	111	111	-
2-890 Transfer to General Fund	20,874	-	-	-	-
Total Expenditures Requiring Appropriation	3,219,106	57,569	541,130	543,975	370,598
Reserve Fund			250,000	250,000	250,000
Undesignated					
ENDING FUND BALANCE	\$ 397,669	\$ 760,650	\$ 291,130	\$ 293,975	\$ 65,815

HIGHLINE BUSINESS IMPROVEMENT DISTRICT
SPECIAL REVENUE FUND
2017 Preliminary Budget
with 2015 Actual, 2016 Adopted Budget, and 2017 Preliminary Budget

	2015 Actual	01/16-07/16 YTD Actual	2016 Adopted Budget	2017 Estimated Budget	2017 Preliminary Budget
5-501 BEGINNING FUND BALANCE	\$ 110		\$ 111	\$ 111	-
REVENUE					
5-530 Contract Revenue (Church)	92,568	-	-	-	-
5-560 Interest Income	-			-	-
Total Revenue	92,568	-	-	-	-
Total Funds Available	92,678			111	
EXPENDITURES					
5-795 Contingency	92,568	-	-	-	-
5-760 Transfer to Debt Service					-
Total Expenditures	92,568	-	-	-	-
Total Expenditures Requiring Appropriation	92,568	-	-	-	-
ENDING FUND BALANCE	\$ 110				



File #: Ordinance 20-2016, Version: 1

Agenda Date: 11/01/2016

Subject:

An ordinance on first reading adopting the 2017 fee schedule

Presented By: Doug Farmen, Finance Director

POLICY QUESTION:

Does city council support adoption of the 2017 fee schedule?

BACKGROUND:

Fees are charged to customers, citizens, and other parties for city services and must be commensurate with the service provided. In most cases, the fee amount is intended to recapture the cost of providing these services. Staff has been working with council to remove references to specific fee amounts from the city codes and instead review and adopt fees annually.

On October 11, the city council reviewed a 10-year financial projection of the sewer utility fund. The proposed fee increases for the sewer and storm drainage utilities were discussed and are incorporated into the 2017 proposed fund revenues.

STAFF ANALYSIS:

Staff reviewed all of the City of Littleton fees and has only two proposed fee changes at this time: annual storm drainage fees and annual sewer service charges.

FISCAL IMPACTS:

The fiscal impacts of the 2017 fee schedule are:

- Annual storm drainage fees are proposed to increase by three and two tenths percent (3.2%) for operational and capital needs of the storm drainage system.
- Annual sewer service charges are proposed to increase by two percent (2%) for operational and capital needs of the sewer utility system and the treatment plant.

STAFF RECOMMENDATION:

Approve the 2017 proposed fee schedule ordinance on first reading.

PROPOSED MOTION:

I move to approve on first reading the ordinance adopting the 2017 fee schedule and to schedule a public hearing for November 15, 2016, at 6:30 pm.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 20**

4
5 **Series, 2016**

6
7
8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, ADOPTING THE 2017 FEE SCHEDULE**

11
12 **WHEREAS,** the city relies upon fees to provide services to customers and
13 citizens;

14
15 **WHEREAS,** fees associated with the services provided by the city require
16 adjustment from time to time to account for the increase in costs to provide such services; and

17
18 **WHEREAS,** the city council has determined that it is in the best interest of the
19 city to review city-wide fees on an annual basis;

20
21 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
22 **THE CITY OF LITTLETON, COLORADO, THAT:**

23
24 **Section 1:** The city hereby adopts the 2017 Schedule of Fees, attached hereto as
25 Exhibit A. The attached 2017 Schedule of Fees supersedes all previous fee schedules adopted by
26 city council and becomes effective January 1, 2017.

27
28 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
29 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
30 validity of the remaining sections of this ordinance. The City Council hereby declares that it
31 would have passed this ordinance, including each part, section, subsection, sentence, clause or
32 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
33 clauses or phrases may be declared invalid.

34
35 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
36 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
37 repealer clauses of such ordinance nor revive any ordinance thereby.

38
39
40 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
41 of the City of Littleton on the 1st day of November, 2016, passed on first reading by a vote of __
42 FOR and __AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the
43 Municipal Courthouse and on the City of Littleton Website.

44 PUBLIC HEARING on the Ordinance to take place on the 15th day of November,

2016, in the Council Chambers, 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 15th day of November, 2016 and ordered published by posting at
Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACITNG CITY ATTORNEY

City of Littleton

2017 Schedule of Fees

Exhibit A

**DEPARTMENT/
FEE DESCRIPTION****FEE**Fire DepartmentLife Safety Division

Permit Application Fee / ALL PERMITS		\$	150.00
Building plan review with inspections (new construction)	0-10,000 sq ft	\$	600.00
	Over 10,000 sq ft	\$600.00 + \$.035/sq ft	
		over 10,000 sq ft	
	Over 50,000 sq ft	\$2,000.00 + \$.03/sq ft	
		over 50,000 sq ft	
Tenant Finish or remodel	0-10,000 sq ft	\$250 + \$.035/sq ft	
	Over 10,000 sq ft	\$600.00 + \$.03/sq ft	
		over 10,000 sq ft	
	Over 50,000 sq ft	\$1,800.00 + \$.025/sq ft	
		over 50,000 sq ft	
Fire sprinkler / alarm systems	0-50,000 sq ft	\$200 + \$.025/sq ft	
	Over 50,000 sq ft	\$1,450.00 + \$.02/sq ft	
		over 50,000 sq ft	
Kitchen hood systems		\$	150.00
Parking structures		1/3 new construction fee	
Other plan review (i.e., site, water, LPG, UST, AST)		\$150.00 with inspection	
		\$100.00 w/o inspection	
Hazardous materials inventory plan review		\$200.00 two-year permit	
Misc. Permits		\$	150.00
Re-Inspection fee		\$150.00 (increasing by	
		\$100.00 for additional)	
Re-Issue of permit/plan review comments		\$	25.00
Environmental Assessment		\$100.00 per address	
Hourly rate, review/inspection		\$	80.00
Rush Processing Fee – three working days		\$500.00 additional	
Over the Counter Permit Fees (as time allows)	Fire alarm/sprinkler	\$	150.00
	Tenant finish - less than	\$	200.00
	1,000 sq ft		

Bike Medic/Fire Watch	\$80.00/hour per medic
-----------------------	------------------------

Business - false alarms

First three alarms	\$	-
Fourth and fifth false alarms		\$100 each
Sixth and more false alarms	Additional \$100.00 per false alarm	
	beyond fifth, to the \$100.00 fee	

Communications Center - audio tapes	\$30.00 plus \$25 for rush
-------------------------------------	----------------------------

City of Littleton

2017 Schedule of Fees

Exhibit A

**DEPARTMENT/
FEE DESCRIPTION****FEE**Police Department

Police reports		\$5 for first 10 pages
(additional \$.25/page for each page over 10; \$25.00 fee to research reports older than 1990)		
Police name check - w/letter		\$ 10.00
		\$2.50 - 3x5 each; \$10.00 - 8x10 each
Crime lab - photos		\$ 20.00
Crime lab - video tapes		\$ 20.00
Crime lab - audio tapes		\$ 20.00
Crime lab - CD/DVD disks		\$ 20.00
Communications Center - audio tapes		\$30.00 plus \$25 for rush
Sex offender - initial registration		\$ 75.00
Sex offender - subsequent registration		\$ 25.00
<u>Fingerprints</u>		
Residents	Flat fee	\$ 10.00
Non-Residents	Per card	\$ 10.00
Over two cards, per card, residents or non-residents		\$ 10.00
<u>E-Citation Surcharge</u>		
		\$6.75 surcharge per ticket or citation

Community DevelopmentContractor Licensing

A license		\$ 150.00
B license		\$ 100.00
C License		\$ 75.00
Specialty Contractors		\$ 50.00
Plumbers		\$ 50.00
Fee for lost inspection card		\$ 25.00

Electrical Permit Fees

Residential: This fee includes construction of or remodeling of addition to: single-family home, condominium and townhouse. For service change use "ALL OTHER FEES"

Not more than 1,000 sq. ft.	\$	50.00
Over 1,000 sq. ft. and not more than 1,500 sq. ft.	\$	55.00
Over 1,500 sq. ft. and not more than 2,000 sq. ft.	\$	85.00
Per 100 sq. ft. over 2,000 sq. ft.	\$	5.00

ALL OTHER FEES: excluding residential above, shall be computed on the dollar value of the electrical installation, including time and materials, or whether they are provided by the contractor or the property owner.

Such fees shall be computed as follows:

Not more than \$350.00	\$	50.00
\$350.00 - \$2,500	\$	55.00
\$2,501 - \$50,000		\$22.00 per thousand \$ or fraction thereof
\$50,001 - \$500,000.00		\$21.00 per thousand \$ or fraction thereof + \$50.00
\$500,001.00 and above		\$20.00 per thousand \$ or fraction thereof + \$50.00
Mobile Home	\$	50.00
Re-Inspection Fee	\$	55.00
Extra Inspections	\$	55.00
Construction Meter	\$	50.00

City of Littleton

2017 Schedule of Fees

Exhibit A

**DEPARTMENT/
FEE DESCRIPTION****FEE**Annexation

Initial Zoning/Rezoning/PD Plan/PD Plan amendments/PDO/PDO Amendments

\$500 for 1st sheet plus \$100 for additional sheet (<1 ac); \$750 for 1st sheet plus \$100 for each additional sheet (1 ac<10ac); \$1,000 for 1st sheet plus \$100 for each additional sheet (10 ac<20 ac); \$1,500 for 1st sheet plus \$100 for each additional sheet (20 ac plus)

Conditional Use

Accessory to single family use: \$200
All others: \$750 for 1st sheet of SDP or sketch plan plus \$100 for each additional

Major Subdivisions

Preliminary Plat:

\$500 for 1st sheet plus \$100 for additional sheet (<1 ac); \$750 for 1st sheet plus \$100 for each additional sheet (1 ac<10ac); \$1,000 for 1st sheet plus \$100 for each additional sheet (10 ac<20 ac); \$1,500 for 1st sheet plus \$100 for each additional sheet (20 ac plus)

Final Plat: same amount as Major Subdivision preliminary plat

Minor Subdivisions

Preliminary Plat:

\$375 for 1st sheet plus \$100 for additional sheet (<1 ac); \$562.50 for 1st sheet plus \$100 for each additional sheet (1 ac<10ac); \$750 for 1st sheet plus \$100 for each additional sheet (10 ac<20 ac); \$1,125 for 1st sheet plus \$100 for each additional sheet (20 ac plus)

Final Plat: same amount as Major Subdivision Final Plat

Subdivision Exemption

\$750 for 1st sheet plus \$100 for each additional sheet

SDP (includes administrative PD plan amendments and administrative PDO amendments processed concurrently with SDP)

Conceptual SDP (<10 ac): \$100 for 1st sheet plus \$50 for each additional sheet; Final SDP (<10 ac): \$750 for 1st sheet plus \$100 for each additional sheet; Conceptual SDP (10 ac plus): \$200 for 1st sheet plus \$50 for each additional sheet; Final SDP (10 ac plus): \$1,000 for 1st sheet plus \$100 for each additional sheet

Floodplain Management Regulations

Special Exception Permit: \$750
Variance: \$750

Zoning Letter

\$50 for standard letter
\$50 per staff hour (or any portion thereof) for customized letter

Record Research

Less than one hour: no fee; one hour or greater, \$25/hour (or any portion thereof)

Temporary Use Permit

\$ 100.00

Amplified Sound Permit

\$ -

Home Occupation Permit

\$ 25.00

Board of Adjustment

Appeal: \$50
Variance: \$100
Minor Variance: \$25

Vested Rights Permit

\$ 750.00

Note: Fees are based on three rounds of staff review. If a fourth round of review is needed, the applicant will be charged an additional fee equal to 50% of the initial review fees. The applicant will be charged an additional fee equal to 25% of the initial review fees for every review thereafter.

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/
FEE DESCRIPTION

FEE

Plan Check Fee	65% of permit fee
<u>Plan Review</u>	
(expedited plan reviews when requested by architect, owner, or builder shall be double the normal plan review fee)	
Investigation (work without a permit)	Double the permit fee
Inspection (normal business hours)	\$50/hour
Inspection (outside normal business hours)	\$100 minimum paid in advance (\$50/hour after two hours)
Re-inspection	\$ 50.00
Subsequent permits after the Master Plans have been reviewed, in single-family detached residential projects	\$ 250.00
Neighborhood Parking Permit	\$ -
Rental property annual license	\$10.00 per property
<u>Rental Housing Inspection fees</u>	
Initial inspection	\$ -
Re-inspection	\$ -
Second re-inspection	\$100.00 per unit inspected
Third re-inspection	Summons to municipal court

Building Permits

TOTAL VALUATION

\$1 - \$500.00	\$ 25.85
\$501 - \$2,000.00	\$25.85 for the first \$500 plus \$3.35 for each additional \$100 or fraction thereof, to and including \$2,000.00
\$2,001 - \$25,000.00	\$76.17 for the first \$2,000 plus \$15.40 for each additional \$1,000 or fraction thereof, to and including \$25,000.00
\$25,001 - \$50,000.00	\$430.37 for the first \$25,000 plus \$11.11 for each additional \$1,000 or fraction thereof, to and including \$50,000.00
\$50,001 - \$100,000.00	\$708.12 for the first \$50,000 plus \$7.70 for each additional \$1,000 or fraction thereof, to and including \$100,000.00
\$100,001 - \$500,000.00	\$1,093.12 for the first \$100,000 plus \$6.16 for each additional \$1,000 or fraction thereof, to and including \$500,000.00
\$500,001 - \$1,000,000.00	\$3,557.12 for the first \$500,000 plus \$5.23 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.00
Greater than \$1,000,000.00	\$6,172.12 for the first \$1,000,000 plus \$4.02 for each additional \$1,000 or fraction thereof

Note: There are fee exemptions listed in the city code 4-1-5C for residential solar, geothermal, wind generators and photovoltaic permits.

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/
FEE DESCRIPTION

FEE

Outdoor merchandise display

No Fee

BUILDING VALUATION DATA

The unit costs are intended to comply with the definition of "valuation" in the adopted codes and thus include the architectural, structural, electrical, plumbing and mechanical work. The unit costs also include the contractor's profit, which should not be omitted. Below is a partial list of occupancies and types of construction. The Building Official shall have the final determination on the type of construction, occupancy, and unit cost.

*Unit Costs per Square Foot

Occupancy Group	1A	1B	II A	II B	III A	III B	IV	V A	V B
A-1 Assembly, theaters w/ stage	\$ 211.15	\$ 203.99	\$ 198.05	\$ 190.05	\$ 178.30	\$ 173.30	\$ 183.31	\$ 162.97	\$ 156.05
A-1 Assembly theaters w/o stage	\$ 193.16	\$ 185.99	\$ 180.74	\$ 172.03	\$ 160.31	\$ 155.38	\$ 165.32	\$ 145.04	\$ 138.12
A-2 Assembly - nightclubs	\$ 163.22	\$ 158.56	\$ 154.17	\$ 148.00	\$ 138.96	\$ 135.24	\$ 142.52	\$ 126.06	\$ 121.36
A-2 Assembly, restaurants, bars	\$ 162.22	\$ 157.56	\$ 152.17	\$ 147.00	\$ 136.98	\$ 134.24	\$ 141.52	\$ 124.06	\$ 120.36
A-3 Assembly - churches	\$ 195.10	\$ 187.93	\$ 182.66	\$ 174.00	\$ 162.21	\$ 157.26	\$ 167.26	\$ 148.94	\$ 140.00
A-3 Assemblies - community halls, museums, libraries	\$ 163.81	\$ 156.64	\$ 150.39	\$ 142.71	\$ 129.91	\$ 125.96	\$ 135.97	\$ 114.83	\$ 108.71
A-4 Assembly- arenas	\$ 192.16	\$ 185.00	\$ 178.74	\$ 171.08	\$ 158.31	\$ 154.36	\$ 164.32	\$ 143.04	\$ 137.12
B- Business	\$ 164.78	\$ 156.78	\$ 153.48	\$ 145.97	\$ 132.45	\$ 127.63	\$ 139.92	\$ 116.43	\$ 110.93
E - Education	\$ 176.97	\$ 170.85	\$ 165.64	\$ 158.05	\$ 146.37	\$ 139.00	\$ 152.61	\$ 127.91	\$ 123.09
F-1 Factory & industrial - moderate hazard	\$ 97.87	\$ 93.28	\$ 87.66	\$ 84.46	\$ 75.44	\$ 72.26	\$ 80.79	\$ 62.17	\$ 58.48
F-2 Factory & industrial - low hazard	\$ 96.87	\$ 92.28	\$ 87.66	\$ 83.46	\$ 75.44	\$ 71.26	\$ 79.79	\$ 62.17	\$ 58.48
H-1 High Hazard - explosive	\$ 91.74	\$ 87.16	\$ 82.53	\$ 78.33	\$ 70.50	\$ 66.31	\$ 74.66	\$ 57.22	NP
H-2, 3, 4 High Hazard	\$ 91.74	\$ 87.16	\$ 82.53	\$ 78.33	\$ 70.50	\$ 66.31	\$ 74.66	\$ 57.22	NP
H-5 HPM	\$ 164.76	\$ 156.78	\$ 153.49	\$ 145.97	\$ 132.45	\$ 127.63	\$ 139.92	\$ 116.43	\$ 110.93
I-1 Institutional, supervised environment	\$ 164.82	\$ 159.04	\$ 154.60	\$ 147.90	\$ 135.84	\$ 132.25	\$ 144.15	\$ 121.88	\$ 117.55
I-2 Institutional - Hospitals, nursing homes	\$ 277.07	\$ 271.09	\$ 265.80	\$ 258.26	\$ 243.90	NP	\$ 252.23	\$ 227.88	NP
I-3 Institutional - restrained	\$ 187.72	\$ 181.73	\$ 176.45	\$ 169.00	\$ 156.44	\$ 150.82	\$ 162.87	\$ 140.63	\$ 133.13
I-4 Institutional - day care facilities	\$ 164.82	\$ 159.04	\$ 154.60	\$ 147.90	\$ 135.84	\$ 132.25	\$ 144.15	\$ 121.88	\$ 117.55
M Mercantile	\$ 121.57	\$ 116.92	\$ 111.53	\$ 106.35	\$ 96.96	\$ 94.25	\$ 100.88	\$ 84.07	\$ 80.36
R-1 Residential - hotels	\$ 166.21	\$ 160.43	\$ 156.00	\$ 149.29	\$ 137.39	\$ 133.80	\$ 145.70	\$ 123.43	\$ 119.10
R-2 Residential - multifamily	\$ 139.39	\$ 133.61	\$ 129.17	\$ 122.47	\$ 111.23	\$ 107.64	\$ 119.84	\$ 97.27	\$ 92.94
R-3 Residential - one and two family	\$ 131.18	\$ 127.60	\$ 124.36	\$ 121.27	\$ 116.43	\$ 113.53	\$ 117.42	\$ 108.79	\$ 102.90
R-4 Residential - assisted living	\$ 164.82	\$ 159.04	\$ 154.60	\$ 147.90	\$ 135.84	\$ 132.25	\$ 144.15	\$ 121.88	\$ 117.55
S-1 Storage - moderate hazard	\$ 90.74	\$ 86.15	\$ 80.53	\$ 77.33	\$ 68.49	\$ 60.31	\$ 73.66	\$ 55.22	\$ 51.53
S-2 Storage - low hazard	\$ 89.74	\$ 85.15	\$ 80.53	\$ 76.33	\$ 68.49	\$ 64.31	\$ 72.66	\$ 55.22	\$ 50.53
U Utility, miscellaneous	\$ 71.03	\$ 67.00	\$ 62.71	\$ 59.30	\$ 52.86	\$ 49.43	\$ 56.33	\$ 41.00	\$ 39.06

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/

FEE DESCRIPTION

FEE

Public Works

Permit fee calculation formulas for excavation in the public right-of-way

Construction Type	Units - Only includes portion in R.O.W. (l.f. = linear feet)	Fee Calculation Formula - number shown below
Asphalt	l.f.	1
Bore - bore pits	# of bore pits	4
Bore - horizontal	l.f.	1
Bore - vertical	l.f.	4
Concrete - apron	l.f.	1
Concrete - chase section	l.f.	1
Concrete - curb and gutter only	l.f.	1
Concrete - curb cut	l.f.	1
Concrete - monolithic curb, gutter and walk	l.f.	1
Concrete - pan	l.f.	1
Concrete - pavement	l.f.	1
Concrete - sidewalk only	l.f.	1
Concrete - valley gutter	l.f.	1
Concrete - wheelchair ramp	l.f.	1
Monitoring well	# wells	2
Other (if none of these categories apply)		6
Pothole for utility locates or pavement design	# potholes	3
Traffic control plan review only - no digging		5
Unpaved	l.f.	1

Total permit fee = sum of all the above applicable fees for the job

Formula

- 1 If longest dimension is less than or equal to 4 l.f., fee = \$5.00 + \$100.00
If longest dimension is greater than 4 l.f., fee = \$10.00 per 200 l.f. or fraction thereof + \$100.00
[longest dimension divided by 200 x \$10.00, raised to the next higher multiple of \$10.00] + \$100.00
- 2 [number of monitoring wells x \$5.00] + \$100.00 = fee
- 3 [number of potholes x \$5.00] + \$100.00 = fee
- 4 [number of vertical bores or bore pits x \$5.00] + \$100.00 = fee
- 5 No fee
- 6 Calculated on a case-by-case basis.

Tree contractor (arborist) license - one year	\$	25.00
Tree sales		\$30.00-\$60.00
Pea Patch		
Per garden	\$	25.00
Up to five boxed gardens	\$	10.00
Storm Drainage Criteria Manual by Engineering & Utilities	\$	40.00
Engineering Printing		
24 x 36 black/white print		\$2.50 each
24 x 36 color print		\$5.00 each
36 x 36 black/white print		\$6.00 each
36 x 36 color (zoning) map		\$6.00 each
72 x 72 city address map black/white one-day notice required		\$26.00 each
72 x 72 city address map color one-day notice required		\$40.00 each

City of Littleton

2017 Schedule of Fees

Exhibit A

**DEPARTMENT/
FEE DESCRIPTION****FEE**Storm Drainage Fees (annual)

	Singe family detached structures	Multiple family residential structures, commercial, industrial, public properties, churches and schools
Developed	\$32.00/lot or property	\$266.60/developed acre of impervious surface and \$66.65/acre for grassed landscaped or cultivated surfaces
Subdivided, Undeveloped	\$8.00/undeveloped lot	\$66.65/undeveloped lot
Un-subdivided, Undeveloped Vacant and Undisturbed	\$6.67/acre of vacant residential property	\$6.67/vacant acre

Sanitary Sewer Service Charges (annual)**Classification A - single-family residential user**

<u>Inside city limits</u>	<u>Inside city limits, within a sanitation district</u>	<u>Outside city limits</u>	<u>Outside city limits, Littleton Interceptor</u>
\$ 258.54	\$ 196.22	\$ 235.46	As determined by applicable municipality or quasi-municipal sanitation district

Classification B - multiple-family residential user

<u>Inside city limits</u>	<u>Inside city limits, within a sanitation district</u>	<u>Outside city limits</u>	<u>Outside city limits, Littleton Interceptor</u>
\$ 219.74	\$ 166.78	\$ 200.13	As determined by applicable municipality or quasi-municipal sanitation district

Classification C - commercial userInside city limits

Annual water usage volume x \$4.74 per 1,000 gallons = sewer service charge (minimum annual charge of \$106.51 per user)

Outside city limits

Annual water usage volume x \$2.58 per 1,000 gallons = sewer service charge (minimum annual charge of \$127.80 per user)

Outside city limits, Littleton Interceptor

As determined by applicable municipality or quasi-municipal sanitation district

In those instances where the director, in the exercise of his/her discretion, deems the annual water usage not to reasonably reflect the significant industrial user's discharge of wastewater, an agreement may be entered into between the user and the City to establish an adjusted basis upon which the variable for annual water usage shall be used in the formula.

Classification D - significant industrial userInside city limits

(Annual water usage volume x \$4.74 per 1,000 gallons) + SC = sewer service charge (minimum annual charge of \$106.51 per user)

Outside city limits

(Annual water usage volume x \$2.58 per 1,000 gallons) + SC = sewer service charge (minimum annual charge of \$127.80 per user)

Outside city limits, Littleton Interceptor

As determined by applicable municipality or

Where SC is a surcharge to cover the added cost of handling and treating additional oxygen demand and total suspended solid wastes considered as "industrial wastes", calculated according to the following formula:

SC = surcharge (in dollars per year) where:

$$SC = QM \times \$8.85 ((AOD) \times (UCo) + (TSS - 300) \times (UCs))$$

City of Littleton

2017 Schedule of Fees

Exhibit A

**DEPARTMENT/
FEE DESCRIPTION****FEE**Sanitary Sewer Service Charges (annual) Continued

The SC formula utilized the following units of measurement:

<u>DOLLARS/YEAR</u>	<u>GALLONS/YEAR</u>	<u>POUNDS/GALLON</u>	<u>MILLIGRAMS PER LITRE</u>	<u>DOLLARS/POUND</u>	<u>MILLIGRAMS PER LITRE</u>	<u>DOLLARS/POUND</u>
(SC) =	QM X	\$ 8.68 X	((AOD) X	(UCo) +	(TSS - 300) X	(UCs)

The variables and constraints in the formula are as follows:

QM = Annual water usage volume (in million gallons per year);

\$8.68 = Conversion factor (in pounds per gallon);

AOD = Additional oxygen demand strength index (in milligrams per liter);

NOTE: For use in the SC formula, one must first calculate which parameter, either BOD or COD should be used in the determination of the AOD variable. In order to determine this, the following calculations shall be made:

COD/BOD

COD = chemical oxygen demand strength as measured from discharge samples

BOD = biochemical oxygen demand strength or as measured from discharge samples

If the calculated ratio of COD/BOD is less than 3.0, then AOD = (BOD - 200)

If the calculated ratio of COD/BOD is greater than or equal to 3.0, then AOD = (COD - 500)

Uco = Unit charge for additional oxygen demand (AOD).

Unit charge = \$0.02397 per pound

TSS = Total suspended solids strength or as measured from discharge samples

UCs = Unit charge for total suspended solids (TSS)

Unit charge = \$0.0583 per pound

Classification E - commercial users not utilizing a municipal water supplyInside city limits

Annual charge of \$104.42 per user.

Outside city limits

Annual charge of \$125.29 per user.

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/**FEE DESCRIPTION****FEE**City ClerkOpen Records Request Fees

Staff time for research/retrieval is \$30.00 per hour with the first hour free of charge.

Copies (hard copies) are \$.25 per 8.5"x11" page in black/white; \$1.00 per 8.5"x11" color.

Actual costs are determined for specialty sizes and larger sizes.

Document certification by clerk's office = \$2.00 charge (extra).

Duplication of audio/video files to disk = \$5.00 per media type.

Finance Department

Insufficient funds for checks/credit cards

\$ 35.00

Sewer/Storm Utility account transfer fee

\$ 18.00

Municipal Court

Defensive driving class fee

\$ 30.00

Defensive driving class missed class/re-schedule fee

\$ 15.00

-this fee covers direct cost of instructors and supplies

Bond handling fee (court)

\$ 10.00



File #: Ordinance 27-2016, Version: 1

Agenda Date: 11/01/16

Subject:

An ordinance on first reading amending Title 10 of the City Code concerning the definitions of Group Home for Persons with Handicaps, Handicap and Assisted Living Facility and to add supplementary standards for group homes for persons with disabilities.

Presented By: Jocelyn Mills, Community Development Director

BACKGROUND:

It has recently come to staff's attention that the city's zoning code definitions for group home for persons with handicaps, handicap, and assisted living facilities need to be updated. An application concerning a group home for persons with handicaps and related litigation have prompted these proposed amendments.

Planning Commission recommended approval of the proposed amendments at their October 24, 2016 meeting.

STAFF ANALYSIS:

In Littleton's zoning code, Title 10, Section 10-1-2 contains definitions. Below is the existing definition for group home for persons with handicaps:

GROUP HOME FOR PERSONS WITH HANDICAPS: A dwelling unit which is shared by four (4) or more persons with handicaps living together as a single housekeeping unit, including resident staff.

Group homes for persons with handicaps are permitted in the city's residential districts (R-1, R-2, R-3, R-3X, R-4 and R-5), in the Transition District (T) and in the Central Area District (CA) and are characterized by a single dwelling unit. The code distinguishes group homes from larger scale facilities which may provide 24 hour nursing and medical care, such as skilled nursing facilities, nursing homes/congregate housing and assisted living. Such facilities are only permitted in R-5, T and CA Districts and are characterized by multiple units within a facility.

The city received an application concerning a group home for persons with handicaps questioning the meaning of resident staff and seeking an accommodation under the Fair Housing Act to eliminate that requirement. In order to address this, staff recommends removal of the reference to resident staff.

The current definition for group home for persons with handicaps provides a minimum residency requirement of four people with disabilities living together, but does not provide a maximum number of residents. In contrast, the definition for group homes for the elderly limits maximum residency to no more than eight residents. With the removal of the resident staff requirement, staff recommends that the definition for group home for persons with handicaps (disabilities) use the same residency allowance as group homes for the elderly. Creating consistent standards for the maximum number of residents in one dwelling unit will ensure

that the character of residential neighborhoods will be maintained in terms of traffic and parking impact.

Due to the recognition that in particular locations of some properties in the city's residential zone districts where there is direct vehicular access to and roadway frontage along arterial streets (e.g., Broadway Boulevard), a larger group home may be acceptable. In these instances, the recommendation is to allow up to a maximum of 12 disabled residents in a single group home dwelling unit. Doubling the maximum number to 16 disabled residents appears to be out of character, yet an additional 4 disabled residents (for up to 12 maximum) appears to still be within the character of some of the city's residential areas. This is intended to provide consistency with the character of the transitional areas between residential and commercial uses, which exhibit more intensive traffic, noise and parking impacts along arterial streets.

Staff is also proposing to change the definitions of handicap. Rather than only referencing the definitional language of the FHA Amendments of 1988, the proposed amendment expands the definition to include that language.

In summary, the following amendments are proposed to the definition of group home for persons with handicaps (disabilities) and handicap (disability):

GROUP HOME FOR PERSONS WITH HANDICAPS DISABILITIES: A dwelling unit which is shared by four (4) or more persons with ~~handicaps~~ DISABILITIES living together as a single housekeeping unit ~~including resident staff~~. **PROFESSIONAL STAFF MAY PROVIDE 24 HOUR SUPERVISION OR SUPPORTIVE SERVICES, AND MAY RESIDE IN THE DWELLING UNIT.**

Handicap DISABILITY: a physical or mental impairment which substantially limits one or more of a person's major life activities, ~~and as further defined in the federal fair housing act amendments of 1988~~ **A RECORD OF HAVING SUCH IMPAIRMENT, OR BEING REGARDED AS HAVING SUCH IMPAIRMENT, NOT TO INCLUDE CURRENT, ILLEGAL USE OF OR ADDICTION TO A CONTROLLED SUBSTANCE.**

The following new supplementary standards also are proposed for group homes for persons with disabilities to ensure the character of residential neighborhoods will be maintained.

1. The home must register with the city before being operated as a group home.
2. The home must provide the city with a copy of its state license for operation.
3. No more than one cooking facility (kitchen) is allowed within the home.
4. The maximum number of persons with disabilities that may reside in the home is eight (8) or the maximum number licensed by the state, whichever is fewer.
5. The maximum number of persons with disabilities that may reside in the home is eight (8) or up to twelve (12) if the provisions below are met. However, in no instance may the number of persons with disabilities in the home exceed the number licensed by the State.
 - a. The home is compatible with the character of the neighborhood in terms of the architectural design, scale, form and location of the home on the site.
 - b. The primary access to the home is located off of a city designated major arterial street.
 - c. The home is licensed for such number by the state.

Additionally, staff is recommending the definition of the city's definition for assisted living facilities be updated to eliminate the following sentence, as shown below, from the definition.

LIVING FACILITY, ASSISTED: State licensed rental properties that provide the same services as an

independent living facility, as defined in this section, but also provide, in a majority of the units, supportive care from trained employees to residents who are unable to live independently and require assistance with activities of daily living including BUT NOT LIMITED TO management of medications, bathing, dressing, toileting, ambulating and eating. ~~These properties may have some skilled nursing beds, but the majority of the units are licensed for assisted living. A facility that specializes in the care of residents with Alzheimer's or other forms of dementia shall be considered an assisted living facility.~~

Note on update to the city's land use table: The planning commission and zoning steering committee have been reviewing a draft update to the city's land use table (Chapter 3 of the zoning code) and supplementary standards over the past several months. At this time, this is an intermediate step to update the definitions of group home for persons with handicaps (disabilities), handicap (disability) and assisted living facility, and provide supplementary standards for group homes for persons with disabilities, for further clarity.

COMPREHENSIVE PLAN ANALYSIS:

The following goal and policy of the adopted Citywide Plan is applicable to this proposed code amendment.

Goal 1: A Dynamic Littleton

Policy 1.6 - Encourage housing that responds to changing demands in the local housing market, allows every generation and income group to call Littleton home, and is otherwise consistent with the comprehensive plan.

STAFF RECOMMENDATION:

Based on the above and planning commission's recommendation of approval, staff recommends city council approve the updates of the definition of group home for persons with handicaps, the definition of handicap, and the definition of living facility, assisted.

PROPOSED MOTION:

I move to approve on first reading Ordinance 27-2016, amending Title 10 of the City Code concerning the definitions of group home for persons with handicaps, handicap, and assisted living facility and to add supplementary standards for group homes for persons with disabilities and setting the public hearing for November 15, 2016 at 6:30 p.m. at the Littleton Center.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7

2
3
4
5
6

5
6

7

9
0
1
2
3
4
5

7
8
9
0
1

34

6
7
8

0
1

4

6
7
8
9
0

2
3
4
5
6

LIVING FACILITY, ASSISTED: State licensed rental properties that provide the same services as an independent living facility, as defined in this section, but also provide, in a majority of the units, supportive care from trained employees to residents who are unable to live independently and require assistance with activities of daily living including BUT NOT LIMITED TO, management of medications, bathing, dressing, toileting, ambulating and eating. ~~These properties may have some skilled nursing beds, but the majority of the units are licensed for assisted living. A facility that specializes in the care of residents with Alzheimer's or other forms of dementia shall be considered an assisted living facility.~~

Section 2: Subcategory 3.51 of Section 2 of Chapter 3 of Title 10 is hereby amended as follows: 3.51 Group home for ~~handicapped~~ PERSONS WITH DISABILITIES

Section 3: Chapter 4 of Title 10 is hereby amended with the addition of a new Section 17:

10-4-17 GROUP HOMES FOR PERSONS WITH DISABILITIES. GROUP HOMES FOR PERSONS WITH DISABILITIES ARE SUBJECT TO THE FOLLOWING STANDARDS:

1. THE HOME MUST REGISTER WITH THE CITY BEFORE BEING OPERATED AS A GROUP HOME.
2. THE HOME MUST PROVIDE THE CITY WITH A COPY OF ITS STATE LICENSE FOR OPERATION.
3. NO MORE THAN ONE COOKING FACILITY (KITCHEN) IS ALLOWED WITHIN THE HOME.
4. THE MAXIMUM NUMBER OF PERSONS WITH DISABILITIES THAT MAY RESIDE IN THE HOME IS EIGHT (8) OR THE MAXIMUM NUMBER LICENSED BY THE STATE, WHICHEVER IS FEWER.
5. THE MAXIMUM NUMBER OF PERSONS WITH DISABILITIES THAT MAY RESIDE IN THE HOME IS EIGHT (8) OR UP TO TWELVE (12) IF THE PROVISIONS BELOW ARE MET. HOWEVER, IN NO INSTANCE MAY THE NUMBER OF PERSONS WITH DISABILITIES IN THE HOME EXCEED THE NUMBER LICENSED BY THE STATE.
 - A. THE HOME IS COMPATIBLE WITH THE CHARACTER OF THE NEIGHBORHOOD IN TERMS OF THE ARCHITECTURAL DESIGN, SCALE, FORM AND LOCATION OF THE HOME ON THE SITE.
 - B. THE PRIMARY ACCESS TO THE HOME IS LOCATED OFF OF A CITY DESIGNATED MAJOR ARTERIAL STREET.
 - C. THE HOME IS LICENSED FOR SUCH NUMBER BY THE STATE.

Section 4: 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 5: 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 1st day of November, 2016, passed on first reading by a vote of ___ FOR and ___ 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 ___ day of _____, 2016, in the Council Chambers, 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 ___ day of _____, 2016 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY

CITY OF LITTLETON, COLORADO

PB Resolution No. 18

Series, 2016

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
LITTLETON, COLORADO, RECOMMENDING APPROVAL OF AN
ORDINANCE AMENDING TITLE 10 OF THE CITY CODE
CONCERNING THE DEFINITIONS OF GROUP HOME FOR PERSONS
WITH HANDICAPS, HANDICAP, AND ASSISTED LIVING FACILITY
AND TO ADD SUPPLEMENTARY STANDARDS FOR GROUP HOMES
FOR PERSONS WITH DISABILITIES**

WHEREAS, the planning commission of the City of Littleton, Colorado, held a public hearing at its regular meeting of October 24, 2016, to consider a proposed ordinance concerning the definitions of group home for persons with handicaps, handicap, and assisted living facility and to add supplementary standards, more specifically described in Exhibit “A”, which is attached hereto and made a part hereof by this reference;

WHEREAS, the planning commission considered evidence and testimony concerning the proposed ordinance at said public hearing;

WHEREAS, the planning commission finds that the proposed ordinance is consistent with the city's comprehensive plan; and

WHEREAS, the planning commission finds that the proposed ordinance is in the best interest of the city and will promote the public health, safety, and welfare of its inhabitants;

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING
COMMISSION OF THE CITY OF LITTLETON, COLORADO, THAT:**

Section 1: The planning commission does hereby recommend that city council approve the proposed ordinance amending title 10 of the city code concerning the definitions of group home for persons with handicaps, handicap, assisted living facility and to add supplementary standards for group homes for persons with disabilities, more specifically described in the ordinance attached hereto as Exhibit “A”.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the Planning Commission of the City of Littleton, Colorado, on the 24th day of October, 2016, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado by the following

45 vote: 6-0.

46

47

48 ATTEST:

49

50

51 _____
Denise Ciernia

52 RECORDING SECRETARY

53

54 APPROVED AS TO FORM:

55

56

57 _____
Kenneth S. Fellman

58 ACTING CITY ATTORNEY

59

60

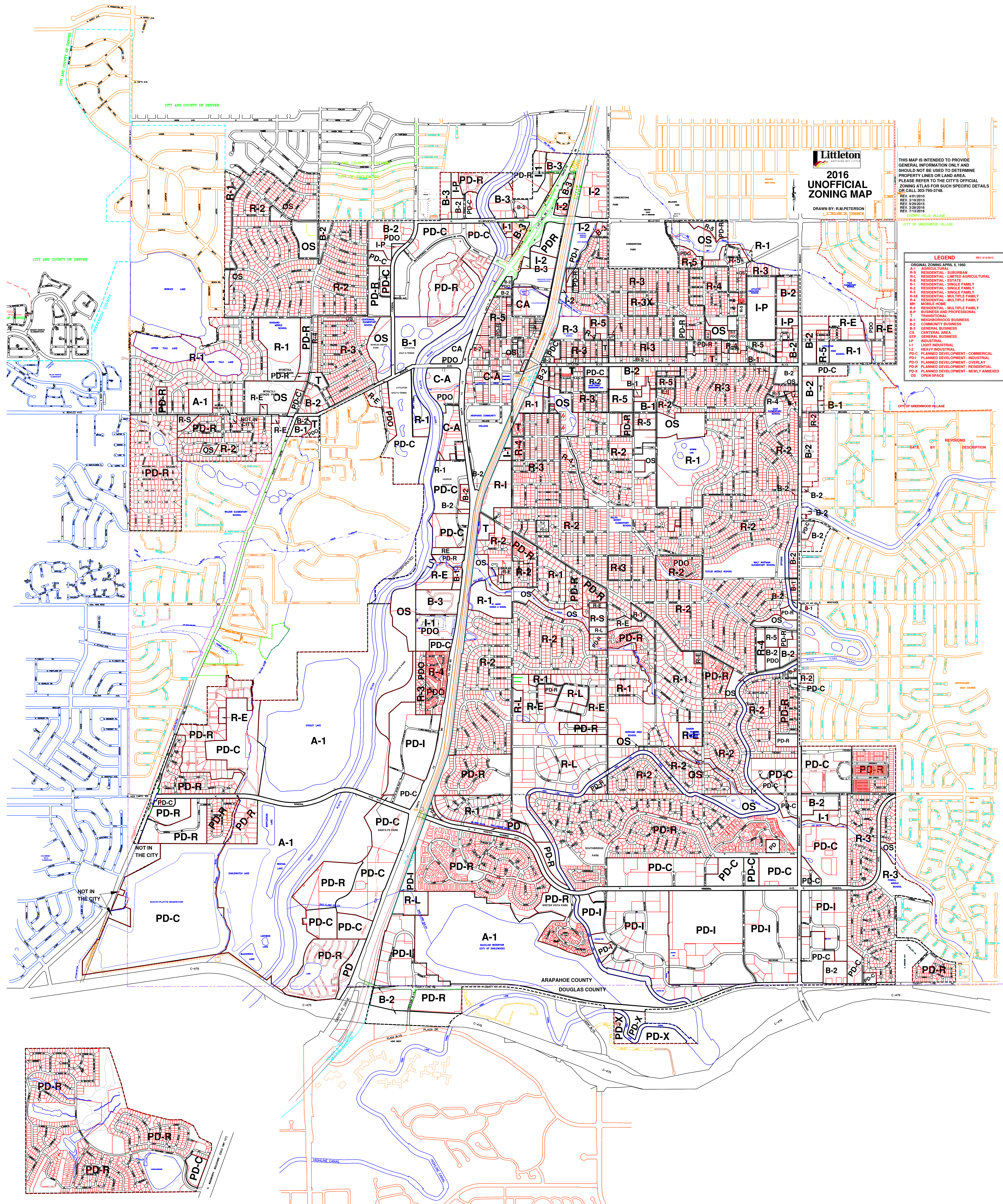
61

Karina Elrod
CHAIR

62
63
64
65
66

Exhibit A

(see next page)





File #: Ordinance 25-2016, Version: 1

Agenda Date: 11/01/16

Subject:

An ordinance on first reading approving a rezoning and an amended Riverside General Planned Development Plan located at 5000 and a portion of 4900 South Prince Street

Presented By: Andrea Mimnaugh, AICP, Planning Manager

BACKGROUND:

APPLICATION SUMMARY:

Project Name: Platte 56
Application Type: General Planned Development Plan (GPDP) and Rezoning
Location: 5000 South Prince Street and a portion of 4900 South Prince Street
Size of Tract: 3.10 acres (existing) 2.99 acres (final configuration after land swap)
Zoning: PD-C (existing); PD-R (proposed)
Applicant Owner: Jeremy Records, Central Development, L.L.C. Green Leaf Riverside II, L.L.C.
Project Description: Proposal to rezone the remaining vacant parcel within the Riverside GPDP for multi-family residential use at 19 dwelling units per acre.

PROCESS:

- GPDP and Rezoning
(Recommendation by planning commission and approval by city council)
- Preliminary/Final Plat
(Preliminary plat approval by planning commission, final plat approval by city council)
- Site Development Plan
(Administrative)

The city council must base its recommendation on the rezoning and amended GPDP on the consistency of the proposed rezoning with the relevant goals and policies of the Citywide Plan, the Centennial Neighborhood Plan and the criteria for GPDP with a PD-R designation.

Following the GPDP and rezoning, the applicant's next step in the development review process is preliminary and final plat. The purpose of platting is to establish lots, easements and street alignment. Technical issues such as drainage, grading and utilities are also dealt with during preliminary and final plat. Site development plan is the final step that provides site plan details, including review of design guidelines and landscaping.

LOCATION:



**Figure 1.
Vicinity Map**

The site is located near the intersection of West Belleview Avenue and South Prince Street, north of the Walgreens Pharmacy and south of the Riverside Apartments.



**Figure 2.
Street View of Subject Property
with Riverside Apartments in the Background**

BACKGROUND:

The 3.10 acre site is the remaining vacant property within the Riverside Planned Development Plan that includes Riverside Apartments and Walgreens. The Riverside PD Plan was approved by council in 1983 for residential and commercial uses on three parcels: multi-family dwelling units on the north, and commercial uses on the properties to the south, as shown in Figure 3. Following approval of the PD, the apartments were built in 1997 and Walgreens was built in 2004. The remaining parcel at the center of the PD Plan is undeveloped.

The property is within the Centennial Neighborhood of the comprehensive plan. The Mary Carter Greenway and the South Platte River are located along the eastern edge of the property, and commercial uses are adjacent to the site along the west side of the property.

The parcel is owned by the owner of the apartment complex to the north. If the PD plan is approved, there are minor property line adjustments that would need to be approved in conjunction with the major subdivision application. The final acreage after the property line adjustment would be 2.99 acres.

Project Description:

The project proposes rezoning the undeveloped property within the Riverside GPDP from PD-C to PD-R, as shown in Figure 3, below. Additionally, the project proposes zoning, site and design standards for future development of the site.



Figure 3.
Proposed rezoning of the vacant 3.1-acre site within the Riverside
General Planned Development Plan

Site Design and Design Standards

The proposed zoning for Platte 56 is up to 19 dwelling units per acre with a maximum of 56 townhomes . Setbacks are established for the perimeter of the site, as shown in Figure 4. The buildings are proposed to be three and fourstories tall with a maximum height of up to 52 feet The proposal requires units adjacent to South Prince Street to face the street, and units adjacent to the greenway and river to face the river, each with a private patio.

Vehicle access to the site is proposed from South Prince Street. A private driveway is planned and will provide access to garages. The proposed site design and design standards for the project, as shown on the cover sheet of the GPDP plan set, include a requirement to use colored scored-concrete for the private driveway and frosted garage doors to help create interest and a sense of place within the driveway area.

The proposed architectural style is “Ball Park.” The applicant states that the inspiration is drawn from iconic ball parks such as Coors Field in Denver. The proposed design standards require each unit to have “four-sided architecture,” meaning the same building materials used on the fronts and sides of the units will be utilized at the rear of the building. Architectural features proposed for the design of the buildings include bay windows, eyebrow roof over select windows and parapet elements. Additionally, the standards propose that the design of the units will incorporate ground-level covered porches, balconies, and third- and fourth-story rooftop decks. Landscaping is proposed throughout the project.

The rear of the property abuts the Mary Carter Greenway and the Platte River. The proposal is to require units to be oriented towards the Greenway and include ground-level covered patios. In addition, there will be at least two pedestrian connections from the interior of the site to the greenway and river to provide access for all residents.

The proposal is to require a minimum of 25 percent unobstructed open space.

Zoning Requirements

Table 1 compares the zoning requirements under the existing GPDP with the proposed GPDP amendment:

Table 1.
Comparison of existing zoning requirements under PD-C zoning
with Proposed PD-R zoning

	Existing PD-C Zoning Riverside Amended GPDP	Proposed PD-R Platte 56 GPDP
Uses	Mix of commercial uses per Riverside General Planned Development Plan	Multi-family dwelling units and accessory uses.
Floor Area Ratio	3:1 maximum	NA
Net Density	NA	Up to 19 dwelling units per acre
Maximum Number of Dwelling Units for this GPDP	NA	56
Building setbacks at perimeter of the overall site	None	West: 7.5 feet North: 5 feet East: 8 feet South: 10 feet
Building setbacks within individual lots	None, except 30-foot site triangle for intersection of two public streets	None
Parking Ratios	Per zoning code	Residences: 2 spaces per unit; Guest parking: .28 spaces per unit
Unobstructed Open Space	65%	25%

Maximum Building Height	None, except for 30-foot maximum for structures within 150 feet of single family residential	4-story units: up to 52 feet 3-story units: up to 48 feet
--------------------------------	--	---

Traffic Generated by the Proposed Development

A traffic impact study prepared by Aldridge Transportation Consultants estimates weekday vehicle trip generation to be 331. The study also estimates AM and PM peak hours to generate 25 and 30 trips, respectively. Traffic impacts are addressed in the analysis section under GPDP criterion #5.

Drainage

The conceptual drainage plan contemplates the use of two water quality ponds to collect the flows prior to water being released to a private stormwater pipe within the property. The pipe will make connection to a public stormwater on the Walgreens property to the south. The drainage plan will be further evaluated and require engineering approval as a part of the subdivision process.

STAFF ANALYSIS:

Zoning Map Amendments

Section 10-12-2 of the city's zoning ordinance provides limitations on amendments to the official zoning map. The pertinent criterion of this section regarding minimum requirements for freestanding zone districts follows:

10-12-2 (A) Except as may be exempted in subsection (C) of this section, no amendment to the official zoning map shall be approved which creates a freestanding zone district of less than one hundred eight thousand (180,000) square feet. For the purpose of determining the size of an area to establish compliance with this limitation, there shall be included with the subject parcel the following:

- 1. The area of public rights of way lying within the boundaries of the parcel proposed for rezoning; and**
- 2. The area of land within the city which is contiguous to the subject parcel and which bears the same or lower zone district classification than is proposed, provided the lower zone district has the same letter district designation.**
- 3. Contiguity, as applied in this subsection (A) shall not be affected by the existence of a street, alley or other public right of way.**

The subject property consists of 3.1 acres. Together with the 10-acre Riverside Apartments to the north, the resulting PD-R zone district would be 13.1 acres. This exceeds the minimum 180,000 square feet, or 4.1 acre requirement. The remaining property within the GPDP zoned PD-C is 2.4 acres and meets the minimum 4.1 acre size requirement because it is contiguous to the 20+ acre PD-C zone across Bellevue that includes the Riverside Downs Shopping Center.

For purposes of amending the official zoning map, section 10-1-6(B) requires that zoning district boundaries be extended to the centerline of adjacent streets. Thus, the rezoning area for the project encompasses a portion of South Prince Street and totals 3.308 acres, as shown on the zoning map on Sheet 7 of the GPDP plan set.

Consistency with the Comprehensive Plan

Section 10-12-1 of the city's zoning ordinance requires that a rezoning be consistent with the goals and policies of the comprehensive plan and promote the general welfare of the community. The applicable components of the comprehensive plan for the proposed Platte 56 project are the Citywide Plan and the Centennial Neighborhood Plan. The staff analysis is as follows:

CITYWIDE PLAN

VISION FOR THE FUTURE OF LITTLETON

Littleton will:

- **Value livability, diversity, and progress**
- **Value the importance of its citizens and its natural resources**
- **Strive for sustainability in economic, environmental, and social decisions**
- **Raise the bar to increase the quality of community and economic development**

The property has remained undeveloped for over 20 years since the approval of Riverside GPDP and PD-C zoning that required commercial uses on the site. The proposed PD-R rezoning and amended GPDP for the Platte 56 is consistent with the city's vision for its future in that it takes advantage of adjacent amenities, including the river and pedestrian / bicycle trail, and nearby retail uses within walking distance. Further,

- Platte 56 will provide a high-density residential environment that is highly livable and distinct from other housing in the area, adding to the diversity of the city's housing stock and representing the city's progress toward meeting the vision, goals, and policies of its comprehensive plan. Platte 56 will provide a housing alternative for both existing and new Littleton residents who desire a low maintenance alternative in a convenient and highly desirable location;
- Platte 56 values the city's residents by providing a desired housing alternative and its location values the river, the city's most unique and valuable natural resource;
- Platte 56's density, walkability, and use of existing infrastructure respect and help achieve the city's vision of economic and environmental sustainability; and
- The location and design of Platte 56 raises the bar on the quality of community development.

Goal 1: A Dynamic Littleton Foster a vibrant and evolving community.

Policy 1.1 Generate more opportunities for residents to live, shop, and play where they work and to work, shop, and play where they live.

The location of Platte 56 is within easy walking distance of shopping and the river, to employment centers in Littleton, and proximity to the regional light rail system, thus generating more opportunities for its residents to live, shop, and play in one location.

Policy 1.6 Encourage housing that responds to changing demands in the local housing market, allows every generation and income group to call Littleton home, and is otherwise consistent with this plan.

By providing a distinct housing product in a unique location, Platte 56 is consistent with this policy. Geared to residents who prefer fewer maintenance responsibilities, the proposed development helps meet today's changing housing demands and provides alternatives for current and new Littleton residents; individuals and families who prefer to remain in the city but wish to find an alternative to a single-family house and prefer to live near a major recreational resource and within easy walking distance to shopping.

Goal 2: An Outdoor Littleton

Capitalize and expand upon Littleton's most valuable outdoor resources, including the South Platte River and its tributaries; the High Line Canal; and the city's parks, open space, trails, panoramic views, landscape, wildlife, recreational facilities, and public gathering places. Make these resources as available to the public as possible while protecting and enhancing them.

Policy 2.1 Treat the South Platte River and its tributaries as one of the city's most important assets.

b. Beyond the areas categorized as the most important natural areas and wildlife habitats, identify locations adjacent to the river that are appropriate for enlivening urban land uses. For example, consider restaurants and outside dining, multiple-unit housing, outdoor-related retailers, bicycle and rollerblade rentals, and other activities for people of all ages and with a diversity of interests.

Multiple-unit housing adjacent to the river and with access to the trail, Platte 56, along with the apartments to its north, provides activation to this area along the Mary Carter Greenway.

Policy 2.3 Encourage inviting outdoor activity and gathering places in new developments.

Platte 56 proposes to have open space areas along the perimeter of the project and landscaping throughout the site. Additionally, the colored patterned concrete driveway and use of frosted glass garage doors provides the opportunity for residents to be outside and interact with one another and, thus, to foster a stronger sense of community within the development itself.

Goal 3: A Connected Littleton

Enhance local, regional, and global linkages - physical, social, and technological.

Policy 3.2 Increase the walkability of neighborhoods and develop an inviting citywide pedestrian network.

Platte 56 is linked to the pedestrian/bicycle trail along the river and to the city's internal pedestrian and bicycle system, thus increasing its walkability and adding to the citywide pedestrian network.

Goal 4: A distinctive Littleton

Maintain and expand upon the characteristics that make Littleton an authentic and distinctive community.

Policy 4.1 Build upon the assets that are unique to Littleton, such as the Platte River and its adjoining natural areas and Littleton's history, schools, neighborhoods, cultural facilities, and public image.

Policy 4.3 Encourage high quality design, architecture, landscape architecture, and public art throughout Littleton.

The property has been vacant since the approval of the River Side GPDP over 20 years ago. Its location on a local dead-end street combined with its lack of visibility from Belleview has impeded its development for commercial uses. As a residential development, Platte 56 takes advantage of its adjacency to the river and the trail and its proximity to the city's historic downtown, two of the assets that make Littleton an authentic and distinctive community. Additionally, Platte 56 is committed to high-quality architecture and well-planned landscaping. Together, these characteristics of Platte 56 make it consistent with this goal and its related policies.

CENTENNIAL NEIGHBORHOOD PLAN

LAND USE POLICY 3: That any development proposal be carefully scrutinized to assure adequate buffering and compatibility between residential and commercial neighborhoods.

The proposal provides a layout for a close-knit residential development for neighbors to know neighbors, as well as a good transition between the apartments to the north and the commercial uses to the south and west.

It appears the proposal is compatible with the applicable goals of the Centennial Neighborhood Plan and the Citywide Plan.

10-2-23(A): Intent: The Planned Development (PD) District is hereby created to promote the public health, safety, and general welfare by allowing more flexible development based upon a comprehensive, integrated plan.

10-2-23(B): Application and Intent: Further, in the application of this section it is the intent of the city council to:

- 1. Encourage more creative and effective use of land and public or private services, and to accommodate changes in land development technology so that the resulting economies benefit the community.**

The community will benefit from additional new housing close to employment opportunities, retail, restaurants, and transit, reducing vehicle trips and encouraging walkability.

- 2. Encourage innovation and efficiency in residential development to meet the growing demands for housing of all types and designs for persons of any social or economic status.**

The proposal will provide an opportunity to construct homes that take advantage of recent innovations in housing design that are in demand in today's market. In addition, the development will make use of existing utility lines, streets and other public improvements, which is an efficient use of public infrastructure.

- 3. Encourage innovative development or redevelopment of all land uses to meet the contemporary needs of the community by providing for a greater variety and mix of uses including those which may coexist on the same parcel or within the same building as shown on an approved general PD Plan.**

The proposed townhomes take advantage of proximity to the Mary Carter Greenway and the Platte River by providing private open space that fronts the greenway and river, and creating pedestrian access to the greenway for all residents of the development. Further, the internal driveway will be enhanced by the use of colored patterned concrete on the drive surface and frosted glass garage doors for all units. The proposal to create a site design together with the architectural design, as described in the project description, above, will appeal to a demographic looking for an urban design together with a low maintenance property.

- 4. Provide a process, which relates the design and development of a site to the particular characteristics of the site.**

The salient characteristic of this site is its proximity to the Mary Carter Greenway and the Platte River. The proposal will orient the development of the site to provide private open space for units that front on the river and pedestrian access for all residents of the development.

- 5. Require that the nature and intensity of development be supported by adequate utilities, transportation network, drainage systems, and open space to serve the development, and to minimize impacts on adjacent existing and future development.**

Utilities, Transportation Network, Drainage

The proposed development is an infill site and as such, makes use of existing infrastructure, including streets and utilities.

The conceptual drainage plan contemplates the use of a private storm water line that will connect into a public line at the property line with the adjacent property to the south. The drainage plan will be further evaluated and require engineering approval as a part of the subdivision process.

Open Space

The GPDP amendment proposes a minimum of 25 percent unobstructed open space within the development. Access to the Mary Carter Greenway and Platte River will also serve the residents of the development.

A comparison of the open space provided at the Riverside Apartments (51%) to the proposed Platte 56 (25%) underscores the fact that Platte 56 is an urban-style development in which amenities such as shared open space and pools are traded for a high quality of design, in terms of architectural style, the use of scored, colored concrete in the private access drives, and the use of frosted garage doors for all units. Other amenities are the

proposed private patios and decks. The project's location adjacent to the greenway and river gives easy access to one of the city's greatest amenities, and a safe route to walk or bike to downtown and employment opportunities.

Impacts to Adjacent Properties

Figure 4 shows how the illustrative plan, included in the proposed GPDP, will fit along the 4900-5000 block of South Prince Street.



Figure 4.
Platte 56 in context of the surrounding area

Impacts and Compatibility to Adjacent Commercial Uses

Retail development is located directly south of the property and across South Prince Street to the west. South Prince Street has a relatively low traffic count because it dead ends at the entrance to the Riverside Apartments. The impact of an additional 331 vehicle trips per day will be minimal in that the additional traffic will not impede access to the commercial properties, and parking for Platte 56 is contained onsite.

Impacts and Compatibility to Riverside Apartments

The entrance to the Riverside Apartments is at the end of the street where South Prince Street dead-ends. As such, traffic generated by Platte 56 will not be increased immediately adjacent to the project, as vehicles will turn into the Platte 56 development before reaching the apartment complex.

Table 2, below, provides a comparison of the zoning requirements between Platte 56 and the Riverside Apartments.

Table 2.
Comparison of zoning requirements
Riverside Apartments and Platte 56

	Riverside Apartments	Platte 56
--	----------------------	-----------

Size of Property	10.48 acres	2.99 acres
Density	23 du/acre	19 du/ac
Number of Dwelling Units	248 dwelling units	Up to 56
Setbacks	20 feet to ROW 5 feet side and rear 15 feet min. separation between buildings	West: 7.5 feet North: 5 feet East: 8 feet South: 10 feet
Building Height	45 feet	4-story units: 52 feet 3-story units: 48 feet
Parking ratio	1.5 : 1	2.28 : 1
Unobstructed Open Space	51%	25%

The comparison shows that zoning requirements are similar between the two developments with respect to density, setbacks and height. The lower percentage of open space for Platte 56 is addressed above.

Overall, the addition of the Platte 56 townhomes appears to be a compatible transition use between the commercial uses along Belleview and the apartment complex to the north and not impose negative impacts on existing uses. Additionally, the site design and architectural style proposed enhances the sense of place along South Prince Street.

6. Encourage development that is consistent with the policies and guidelines established in the adopted Comprehensive Plan for the area and the City.

It appears the proposal is consistent with the policies and guidelines of the Citywide Plan and Centennial Neighborhood Plan.

10-2-23(C): Land uses: The land uses, listed below, together with accessory uses customarily associated with such principal uses, shall be allowed only if the uses are specifically stated on the approved general PD Plan . . . Land uses permitted for [PD-R are]: (a) Single-family dwelling units; (b) Multiple-family dwelling units; (c) Any combination of the above; and (d) Non-residential uses, including, but not limited to, churches, schools or recreational facilities.

The proposal is for multi-family uses together with accessory uses commonly permitted per the zoning code. The proposal is consistent with this criterion.

NEIGHBORHOOD OUTREACH:

During the spring of 2016, the applicant reached out to adjacent property owners that reside out of state to discuss the project.

On September 17, 2016, the applicant held a neighborhood meeting to discuss the proposed development.

PLANNING COMMISSION RECOMMENDATION

On October 24, 2016, the planning commission reviewed the proposed rezoning and GPDP. The commission voted 4-2 to forward a recommendation of conditional approval to council. The conditions are as follows:

1. That the Site Development and Design Standards, Paragraph A of the Amended Riverside General Planned

Development Plan be revised from “Developer” to “City.”

2. That all the units in the development will be 3 stories with the exception of access portals to deck units that could be up to 52 feet specifically for the access portal.

PB Resolution No. 22-2016 reflects the planning commission’s recommendation.

Due to timing, the resolution is not signed. A signed copy will be provided with the council communication for 2nd reading and public hearing.

STAFF RECOMMENDATION:

Staff finds that the proposed rezoning meets the minimum size requirement for a zoning district and the GPDP complies with the pertinent goals and policies of the city’s comprehensive plan, promotes the general welfare of the community and meets the intent of a planned development district and recommends approval with the following conditions:

1. That the Site Development and Design Standards, Paragraph A of the Amended Riverside General Planned Development Plan be revised from “Developer” to “City.”
2. That all the units in the development will be 3 stories with the exception of access portals to deck units that could be up to 52 feet specifically for the access portal.

Ordinance 25-2016 includes the above conditions of approval.

PROPOSED MOTION:

I move to approve on first reading Ordinance 25-2016, concerning a rezoning and amended general planned development plan for the Riverside General Planned Development Plan and to set a public hearing for November 15, 2016 at 6:30 p.m. in the Littleton Center.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 25

Series, 2016

INTRODUCED BY COUNCIL MEMBERS: _____

**AN ORDINANCE OF THE CITY OF LITTLETON,
COLORADO, APPROVING THE REZONING AND
AMENDED RIVERSIDE GENERAL PLANNED
DEVELOPMENT PLAN**

WHEREAS, the planning commission held a public hearing on October 24, 2016 to consider a proposal to approve a rezoning from PD-C (Planned Development-Commercial) to PD-R (Planned Development-Residential) and an amended general planned development plan for the Riverside General Planned Development Plan, located at 5000 and a portion of 4900 South Prince Street, more specifically described in Exhibit "A", which is attached hereto and made a part hereof by this reference;

WHEREAS, at the public hearing, the planning commission voted to recommend the city council approve the proposed rezoning and amended general planned development plan; and

WHEREAS, the city council considered evidence and testimony concerning the proposed rezoning and amended general planned development plan at a public hearing;

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

Section 1: The city council finds that the proposed rezoning of a portion of the Riverside General Planned Development Plan, located at 5000 and a portion of 4900 South Prince Street, described on the attached Exhibit "A", meets the criteria set forth in Section 10-12-1 of the Littleton City Code in that the rezoning is consistent with the goals and policies of the comprehensive plan and promotes the general welfare of the community.

Section 2: The city council further finds that approval of the proposed amended general planned development plan conforms to the stated intent of the planned development district as specified in sections 10-2-23(A), (B) and (C) of the city code.

1. That the Site Development and Design Standards, Paragraph A of the Amended Riverside General Planned Development Plan be revised from "Developer" to "City."
2. That all the units in the development will be 3-stories with the exception of

access portals to deck units that could be up to 52 feet specifically for the access portal.

Section 3: The city council hereby approves the rezoning and amended general planned development plan for the Riverside General Planned Development Plan.

Section 4: 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 5: 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 the regularly scheduled meeting of the city council of the of the City of Littleton, Colorado, on the _____ day of _____, passed on first reading by a vote of ____ FOR and ____ AGAINST; and ordered published by posting at the Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 15th day of November, 2016, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____FOR and _____AGAINST on the 15th day of November, 2016 and ordered published by posting at the Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

Ordinance No. 25
Series of 2016
Page 3

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY

Legal Description of Property to be Rezoned
from PD-C to PD-R

TRACTS B AND D, BLOCK 1, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1986 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO,

TOGETHER WITH A PORTION OF ADJACENT RIGHT-OF-WAY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID PORTION OF TRACT D;

THENCE ALONG THE BOUNDARIES OF SAID TRACT B AND D, THE FOLLOWING SIX (6) COURSES;

1. NORTH 47°16'53" EAST, A DISTANCE OF 111.91 FEET;
2. SOUTH 89°53'40" EAST, A DISTANCE OF 163.70 FEET;
3. SOUTH 00°08'47" EAST, A DISTANCE OF 33.98 FEET;
4. SOUTH 88°41'40" EAST, A DISTANCE OF 93.57 FEET;
5. SOUTH 46°09'54" EAST, A DISTANCE OF 70.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 715.68 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 69°29'50" EAST;
6. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°55'12", AN ARC LENGTH OF 398.71 FEET TO THE NORTHEAST QUARTER OF SAID PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID PORTION, THE FOLLOWING THREE (3) COURSES;

1. SOUTH 86°40'10" WEST, A DISTANCE OF 124.20 FEET;
2. NORTH 69°10'52" WEST, A DISTANCE OF 54.20 FEET;
3. NORTH 59°10'55" WEST, A DISTANCE OF 149.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT D;

THENCE NORTH 89°34'00" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00°26'00" EAST, A DISTANCE OF 306.06 FEET TO A POINT ON SAID WESTERLY BOUNDARY OF TRACT D;

THENCE NORTH 76°23'40" WEST, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 29.44 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3.308 ACRES, (144,088 SQUARE FEET), MORE OR LESS.

Legal Description of Amended General Planned Development Plan

PORTIONS OF TRACTS B AND D, BLOCK 1, AND TRACT B, BLOCK 2, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1986 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT B, BLOCK 1, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 715.68 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 69°29'50" EAST;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID TRACT B, BLOCK ONE, AND SAID CURVE THROUGH A CENTRAL ANGLE OF 31°55'12", AN ARC LENGTH OF 398.71 FEET;

THENCE SOUTH 86°40'10" WEST, A DISTANCE OF 124.20 FEET;

THENCE NORTH 69°10'52" WEST, A DISTANCE OF 54.20 FEET;

THENCE NORTH 59°10'55" WEST, A DISTANCE OF 149.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT D, BLOCK ONE;

THENCE, ALONG TSAID WESTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES;

1. NORTH 00°26'00" EAST, A DISTANCE OF 299.04 FEET;
2. NORTH 76°23'40" WEST, A DISTANCE OF 8.57 FEET;

THENCE THE FOLLOWING SIX (6) COURSES;

1. NORTH 02°16'57" EAST, A DISTANCE OF 9.31 FEET;
2. SOUTH 89°34'00" EAST, A DISTANCE OF 8.04 FEET;
3. NORTH 00°26'00" EAST, A DISTANCE OF 16.03 FEET;
4. NORTH 22°53'16" EAST, A DISTANCE OF 47.35 FEET;
5. SOUTH 89°41'52" EAST, A DISTANCE OF 245.78 FEET;
6. SOUTH 46°09'54" EAST, A DISTANCE OF 93.92 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.998 ACRES, (130,572 SQUARE FEET), MORE OR LESS.

Exhibit A

Legal Description

A PARCEL OF LAND BEING A PART OF THE NW ¼ OF THE NE ¼ OF SECTION 29, TOWNSHIP 5 SOUTH; RANGE 68, WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION: (FROM TRUSTEE'S DEED, BOOK 4545, PAGE 209 ARAPAHOE COUNTY RECORDS):

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 1312 FEET SOUTH AND 364 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE EAST 571.5 FEET TO THE NORTHWESTERLY LINE OF THE COUNTY ROAD; THENCE WEST 645.5 FEET; THENCE SOUTH 323 FEET TO THE TRUE POINT OF BEGINNING, KNOWN AS 6885 SOUTH SANTA FE DRIVE, LITTLETON, COLORADO.

EXCEPT PARCEL CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION AT THE SOUTHEAST CORNER OF THE PARCEL.

BASIS FOR BEARINGS:

THE WEST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE BEARS S09°37'00"W PER THE BOUNDARY ADJUSTMENT PLAT, RECEPTION NO. D3110613, ARAPAHOE COUNTY RECORDS. ALL MONUMENTS EXIST AS SHOWN HEREON.

CITY OF LITTLETON, COLORADO

PB Resolution No. 22-2016

Series, 2016

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
LITTLETON, COLORADO, APPROVING A REZONING OF PROPERTY
FROM PD-C TO PD-R AND AN AMENDMENT TO A GENERAL
PLANNED DEVELOPMENT PLAN FOR PROPERTY KNOWN AS 5000
SOUTH PRINCE STREET AND A PORTION OF A PROPERTY KNOWN
AS 4900 SOUTH PRINCE STREET**

WHEREAS, the Planning Commission of the City of Littleton, Colorado, held a public hearing at its regular meeting of October 24, 2016 to consider a rezoning from PD-C to PD-R and an amendment to the River Side General Planned Development Plan for property located at 4900 and 5000 South Prince Street, and more specifically described in Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the planning commission considered evidence and testimony concerning the proposed amended general planned development plan and rezoning;

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD
OF THE CITY OF LITTLETON, COLORADO, THAT:**

Section 1. The planning commission finds that the proposed rezoning of the property known as Tracts B and D, Block 1, River Side Subdivision, as further described on the attached Exhibit “A”, meets the criteria set forth in Section 10-12-1 of the city code in that the rezoning is consistent with the goals and policies of the comprehensive plan and promotes the general welfare of the community.

Section 2. The planning commission finds that the amended general planned development plan conforms to the development standards of the general planned development plan criteria as specified in section 10-2-23(A), (B) and (C) of the city code, with the following conditions of approval:

1. That the Site Development and Design Standards, Paragraph A of the Amended Riverside General Planned Development Plan be revised from “Developer” to “City.”
2. That all the units in the development will be 3-stories with the exception of access portals to deck units that could be up to 52 feet specifically for the access portal.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the Planning Commission of the City of Littleton, Colorado, on the 24th day of October, 2016, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado by the following

45 vote: 6-0.

46

47 ATTEST:

48

49

50 _____
Denise Ciernia

51 RECORDING SECRETARY

52

53 APPROVED AS TO FORM:

54

55

56 _____
Kenneth S. Fellman

57 ACTING CITY ATTORNEY

58

Karina Elrod

CHAIR

EXHIBIT "A"

Legal Description of Area to be Rezoned from PD-C to PD-R

TRACTS B AND D, BLOCK 1, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1986 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO,

TOGETHER WITH A PORTION OF ADJACENT RIGHT-OF-WAY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID PORTION OF TRACT D;

THENCE ALONG THE BOUNDARIES OF SAID TRACT B AND D, THE FOLLOWING SIX (6) COURSES;

1. NORTH 47°16'53" EAST, A DISTANCE OF 111.91 FEET;
2. SOUTH 89°53'40" EAST, A DISTANCE OF 163.70 FEET;
3. SOUTH 00°08'47" EAST, A DISTANCE OF 33.98 FEET;
4. SOUTH 88°41'40" EAST, A DISTANCE OF 93.57 FEET;
5. SOUTH 46°09'54" EAST, A DISTANCE OF 70.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 715.68 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 69°29'50" EAST;
6. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°55'12", AN ARC LENGTH OF 398.71 FEET TO THE NORTHEAST QUARTER OF SAID PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID PORTION, THE FOLLOWING THREE (3) COURSES;

1. SOUTH 86°40'10" WEST, A DISTANCE OF 124.20 FEET;
2. NORTH 69°10'52" WEST, A DISTANCE OF 54.20 FEET;
3. NORTH 59°10'55" WEST, A DISTANCE OF 149.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT D;

THENCE NORTH 89°34'00" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00°26'00" EAST, A DISTANCE OF 306.06 FEET TO A POINT ON SAID WESTERLY BOUNDARY OF TRACT D;

THENCE NORTH 76°23'40" WEST, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 29.44 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3.308 ACRES, (144,088 SQUARE FEET), MORE OR LESS.

Legal Description of 2nd Amendment to the Riverside Amended
General Planned Development Plan

PORTIONS OF TRACTS B AND D, BLOCK 1, AND TRACT B, BLOCK 2, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1986 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT B, BLOCK 1, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 715.68 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 69°29'50" EAST;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID TRACT B, BLOCK ONE, AND SAID CURVE THROUGH A CENTRAL ANGLE OF 31°55'12", AN ARC LENGTH OF 398.71 FEET;

THENCE SOUTH 86°40'10" WEST, A DISTANCE OF 124.20 FEET;

THENCE NORTH 69°10'52" WEST, A DISTANCE OF 54.20 FEET;

THENCE NORTH 59°10'55" WEST, A DISTANCE OF 149.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT D, BLOCK ONE;

THENCE, ALONG TSAID WESTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES;

1. NORTH 00°26'00" EAST, A DISTANCE OF 299.04 FEET;
2. NORTH 76°23'40" WEST, A DISTANCE OF 8.57 FEET;

THENCE THE FOLLOWING SIX (6) COURSES;

1. NORTH 02°16'57" EAST, A DISTANCE OF 9.31 FEET;
2. SOUTH 89°34'00" EAST, A DISTANCE OF 8.04 FEET;
3. NORTH 00°26'00" EAST, A DISTANCE OF 16.03 FEET;
4. NORTH 22°53'16" EAST, A DISTANCE OF 47.35 FEET;
5. SOUTH 89°41'52" EAST, A DISTANCE OF 245.78 FEET;
6. SOUTH 46°09'54" EAST, A DISTANCE OF 93.92 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.998 ACRES, (130,572 SQUARE FEET), MORE OR LESS.

City of Littleton

Staff Use Only

FEE \$

CASE NUMBER:

CASE PLANNER:

Rezoning (Official Zoning Map Amendment) OFFICIAL APPLICATION FORM

- Applicant's submitting applications for the initial review shall submit directly to the Planning and Zoning Division in Community Development.

Project Name: Riverside Townhomes

Pre-application Meeting Date: 1/27/16

Property Address or General Location: 4757 Pine St

Parcel Number (if existing at this time): Tract 640 of 2077-08-4-11-005

Size of Parcel in Acres: 3.308

Applicant Information:

Name (print): Jeremy Reynolds Central Development

Contact (if different):

Mailing Address: 1660 S. Albion St Suite 200

City, State, Zip: Denver, CO 80222 Phone: 303 628-0200 x106

Cell: 303 919-0483 Fax: 303 628-0201 E-mail: jeremy@centraldevelopment.com

Signature: 

Title: Manager

Date: 3/22/16

Is the applicant (above) the owner of the property? Yes ☐ No ☒ (Check one)

If no, please provide a typed sheet listing the property owners names with addresses and phone numbers.

ATTACH a signed and notarized statement from the owner stating that there is no objection to the application and that the applicant is authorized to act on behalf of the owner with respect to the above application type as stated in the City code

Is there a mortgage on the property? Yes ☐ No ☒ (Check one)

If yes, the applicant shall mail notice to the mortgage holder (s), if any, which summarizes the proposed zoning matter and includes the name, phone number of the City employee in charge of reviewing the matter.

Said notice shall be sent by registered mail, return receipt requested. A copy of the notice and the original returned receipt shall be attached to the application.

Revised
October 2012



October 10, 2016

Ms. Andrea Mimnaugh
Planning Manager
Community Development – Littleton
2255 W Berry Ave
Littleton, CO 80120

RE: Letter of Intent

To Andrea,

Central Development is seeking to modify the zoning of a site located at 5000 South Prince Street. The site is currently zoned PUD-C. We are seeking a change to PUD-R to allow the development of a 56 unit town home project. The Intent of the amendment is to change the zoning.

Some drainage, grading, and utility work will need to be constructed off site and we have cooperation from Walgreens to the South, Green Leaf to the North, and the Colorado Water Conservation Board to the East. Once the scope of work is finalized Tom Ragonetti at Otten Johnson Robinson Neff + Ragonetti will prepare the documents.

The Colorado Water Conversation Board, Joe Busto, has agreed to an all crusher fines trail to connect from our internal pedestrian walkways to the crusher fines secondary trail along the Mary Carter Greenway Trail at two locations as shown on the plan.

Platte 56 will bring additional activity and engagement to the surrounding amenities and add economic vitality to the surrounding retail in addition to offering residents of Littleton a “lock and leave” housing option that will be owned and not a rented apartment building.

Sincerely,

CENTRAL DEVELOPMENT, LLC

A handwritten signature in blue ink, appearing to read 'Jeremy Records', with a stylized, sweeping flourish.

Jeremy Records

Principal

cc: Brad Cushard

Platte 56 & Littleton's City Wide Plan

Applicant's Statement

Riverside Townhomes is located at 5000 South Prince Street. The location provides tremendous opportunities to live the Colorado Lifestyle. With the Platte River out the front door, Mountain views to the West, and access to the adjacent trail system, Platte 56 Townhomes checks the amenity boxes for the Colorado Lifestyle.

No vehicles are required, because local amenities within walking distance abound. Shopping and dining are located within a 5 minute walk from the site. King Soopers recently rebuilt a new store down the street, Riverside Downs, a newer retail development, provides access to over 18 retail amenities including Starbucks, Jimmy Johns, Anthony's Pizza, and 24 Hour fitness just to name a few. Home Depot, TCF Bank, Key Bank, and Wells Fargo round out the highlights of the conveniences within walking distance.

The following outlines an explanation of how the proposed Platte 56 community is consistent with and supported by the goals and policies of the City Wide Plan:

Goal 1 – A Dynamic City:

Platte 56 will allow for new residents to have direct access to the Platte River trail system and custom of the many retail commercial areas, such as Riverside Downs, that are within walking distance. Downtown Littleton's main street is a mere .75 mile jaunt from the doorstep of the Platte 56 community, bringing a dynamic user that desires a walkable, downtown-oriented community.

The residential product is designed for an upwardly mobile demographic that caters to quality of life including recreation, community focus, and local investment. The demographic best suited for this lifestyle is the millennial generation. Platte 56 is a for-sale, townhome product that is geared toward the older portion of the millennial generation that has matured in their respective jobs and are looking to start a family.

Goal 2 – An Outdoor Littleton:

One of the primary reasons the Platte 56 community will be successful is because of its relationship to the South Platte River open space and trail system. One of the leading lifestyle traits of the target residents is their focus on recreation. Platte 56 proposes a respectful connection both visually and physically to the Mary Carter Greenway Trail via a path and landscape transition. The homeowners are connected to Littleton's numerous trail systems, parks and the greater regional, front range systems for hiking, biking, and walking. Additionally, kayaking, rafting, tubing and fishing opportunities are available with access opportunities along the Platte.

Goal 3 – A Connected Littleton:

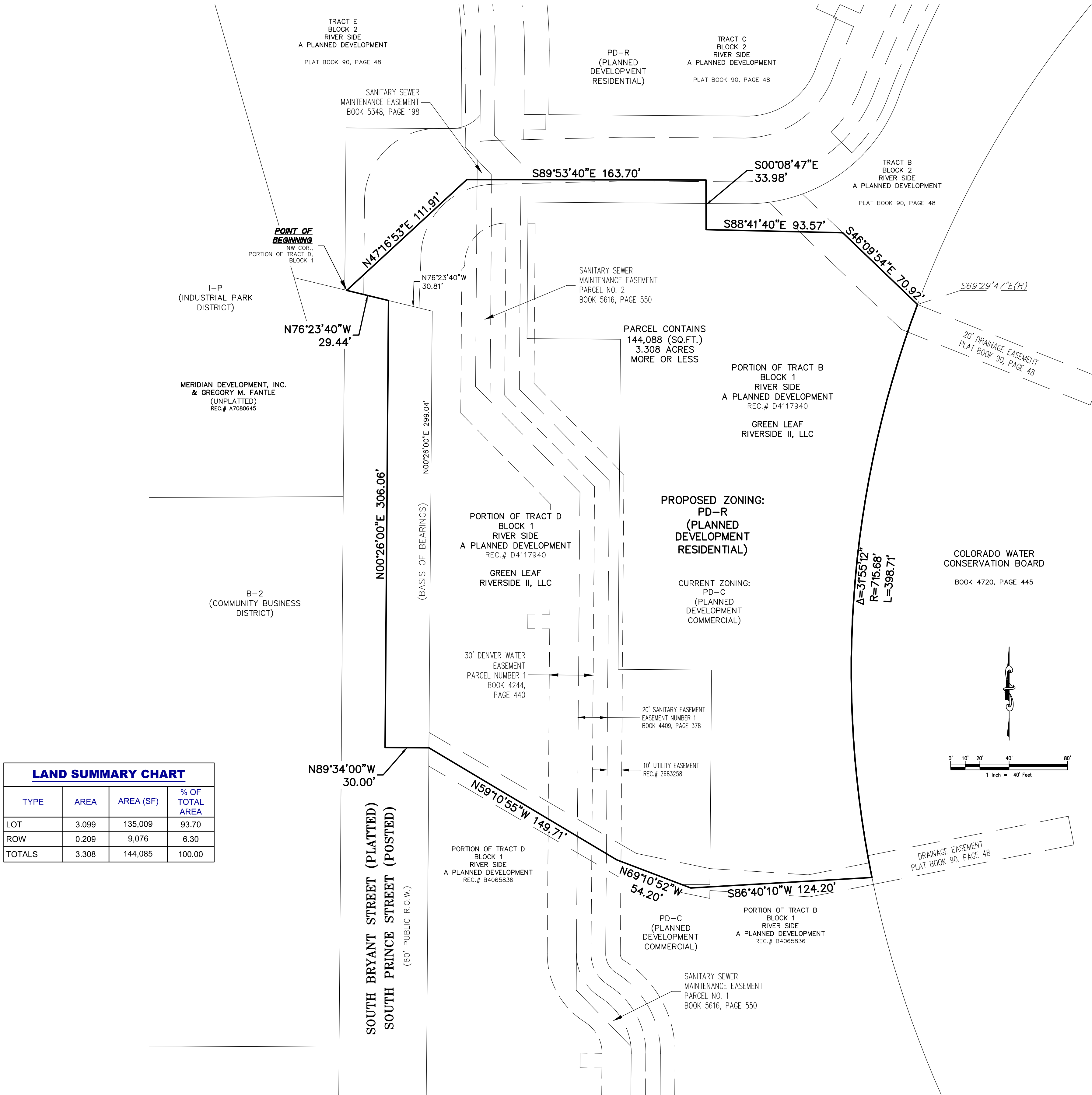
Platte 56 is centrally located to numerous modes of transportation and uses. Adjacent to the Mary Carter Greenway, South Platte River, Prince Street, Santa Fe Drive and is approximately .75 miles from Littleton's Main Street and 1 mile to the downtown Littleton Light Rail Station. Numerous restaurants, retail stores and a grocer are within a few blocks of Platte 56.

Goal 4 – A Distinctive Littleton:

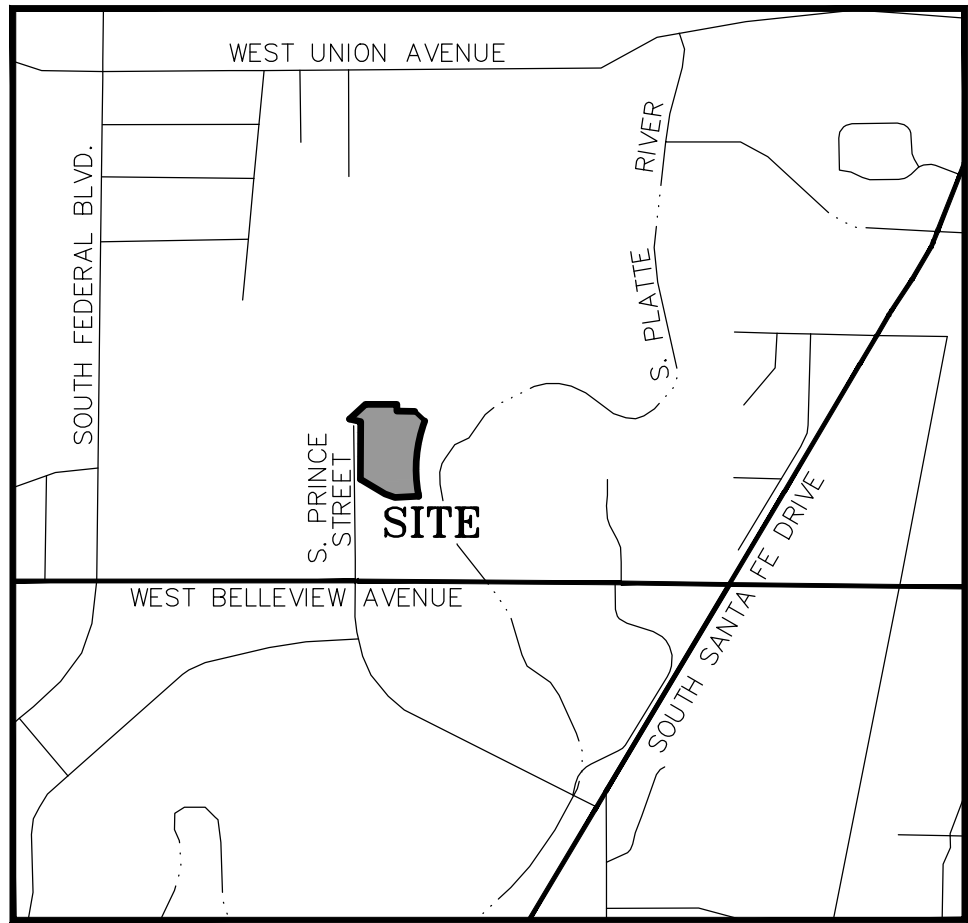
The Platte 56 community will be comprised of homeowners that take pride in their asset and the community they're a part of. The high-quality of architecture and site features that have been incorporated into the design, provide a timeless character that will be a positive catalyst for smart growth and development for this neighborhood. Platte 56 will draw a distinct homeowner that will bolster the existing businesses in the area through localized commerce and entice the creation of new companies to locate in the neighborhood.

PLATTE 56 ZONING MAP

PORTIONS OF TRACTS B AND D, BLOCK 1, RIVER SIDE A PLANNED DEVELOPMENT
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO.



LAND SUMMARY CHART			
TYPE	AREA	AREA (SF)	% OF TOTAL AREA
LOT	3.099	135,009	93.70
ROW	0.209	9,076	6.30
TOTALS	3.308	144,085	100.00



VICINITY MAP
SCALE 1" = 1000'

LEGAL DESCRIPTION OF ZONED AREA

TRACTS B AND D, BLOCK 1, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1988 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO,

TOGETHER WITH A PORTION OF ADJACENT RIGHT-OF-WAY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID PORTION OF TRACT D;

THENCE ALONG THE BOUNDARIES OF SAID TRACT B AND D, THE FOLLOWING SIX (6) COURSES;

1. NORTH 47°16'53" EAST, A DISTANCE OF 111.91 FEET;
2. SOUTH 89°53'40" EAST, A DISTANCE OF 163.70 FEET;
3. SOUTH 00°08'47" EAST, A DISTANCE OF 33.98 FEET;
4. SOUTH 88°41'40" EAST, A DISTANCE OF 93.57 FEET;
5. SOUTH 46°09'54" EAST, A DISTANCE OF 70.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 715.68 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 69°29'50" EAST;
6. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°55'12", AN ARC LENGTH OF 398.71 FEET TO THE NORTHEAST CORNER OF SAID PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID PORTION, THE FOLLOWING THREE (3) COURSES;

1. SOUTH 86°40'10" WEST, A DISTANCE OF 124.20 FEET;
2. NORTH 69°10'52" WEST, A DISTANCE OF 54.20 FEET;
3. NORTH 59°10'55" WEST, A DISTANCE OF 149.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT D;

THENCE NORTH 89°34'00" WEST, A DISTANCE OF 30.00 FEET;

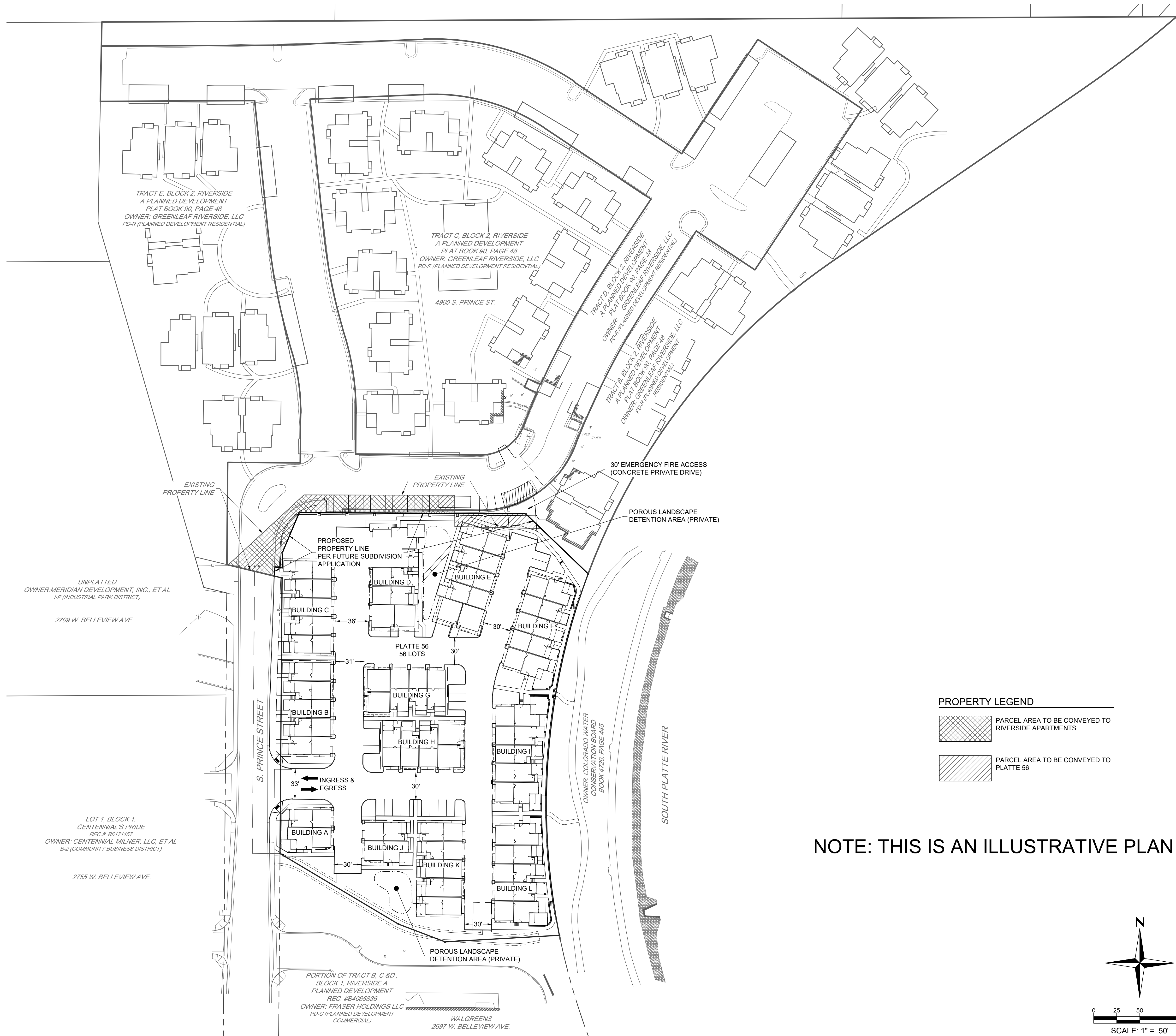
THENCE NORTH 00°26'00" EAST, A DISTANCE OF 306.06 FEET TO A POINT ON SAID WESTERLY BOUNDARY OF TRACT D;

THENCE NORTH 76°23'40" WEST, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 29.44 FEET TO THE POINT OF BEGINNING.

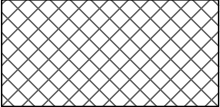
CONTAINING AN AREA OF 3.308 ACRES, (144,088 SQUARE FEET), MORE OR LESS.

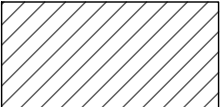
PREPARED BY:
JAMES E. LYNCH, PLS NO. 37933
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVENUE, SUITE 1,
LITTLETON, CO 80122
303.713.1898

L:\2015\15029 - Riverside Townhomes\CADD\Sheet Set\PD15029 Overall Site Plan.dwg Job: GPDP Overall Site Plan, Oct 17, 2016 - 10:08am mzeval



PROPERTY LEGEND

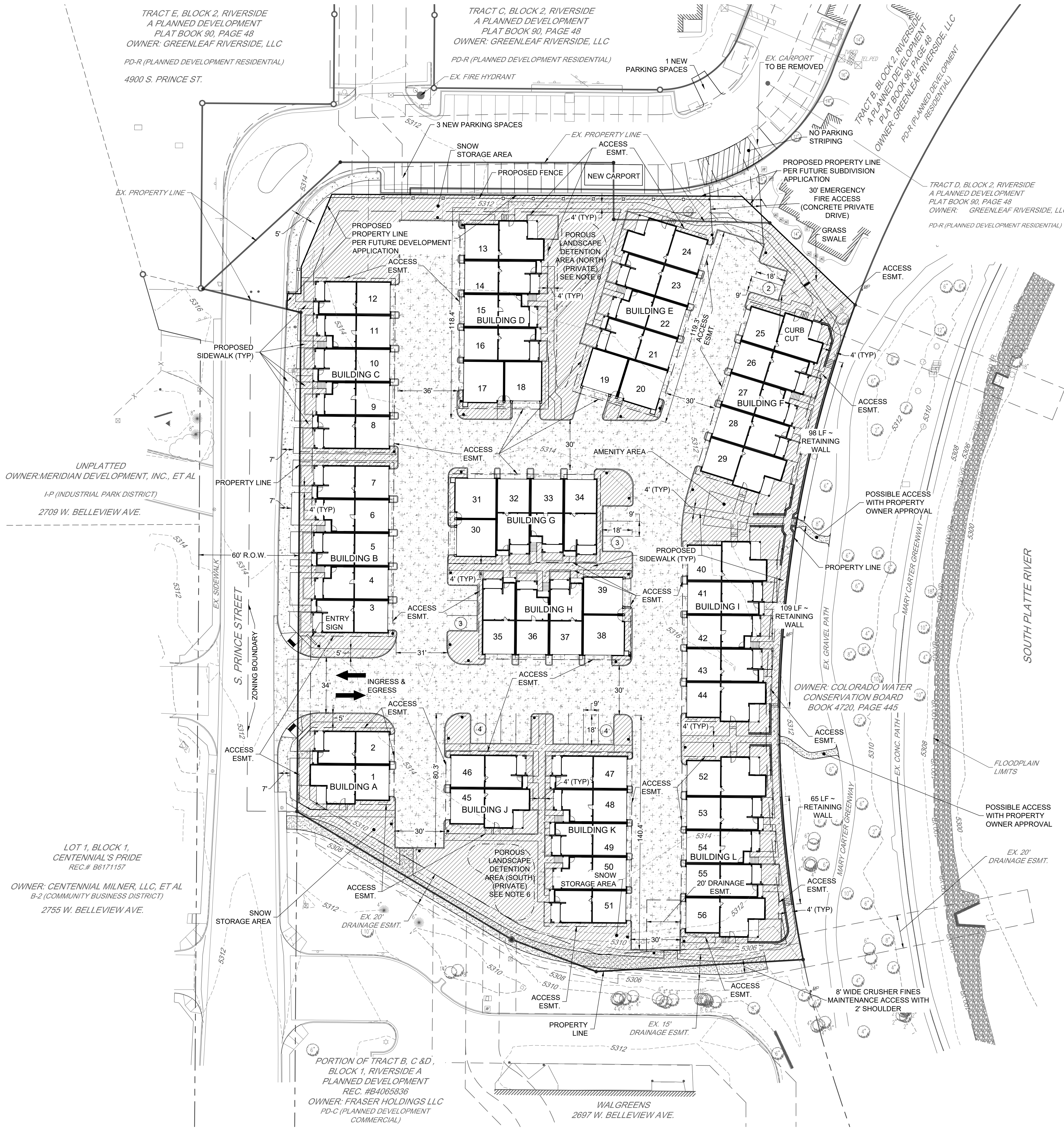
PARCEL AREA TO BE CONVEYED TO RIVERSIDE APARTMENTS

PARCEL AREA TO BE CONVEYED TO PLATTE 56

DRAWN	BDW
CHECKED	MDC
APPROVED	MDC
PROJECT NO.	15029
HORIZ. SCALE	1" = 50'
VERT. SCALE	N/A

DATE	NO.	NOTES
03.27.2016	1	1ST CITY SUBMITTAL
06.10.2016	2	2ND CITY SUBMITTAL
08.31.2016	3	3RD CITY SUBMITTAL
10.10.2016	4	4TH CITY SUBMITTAL
10.17.2016	5	5TH CITY SUBMITTAL

L:\2015\15029 - Riverside Townhomes\CADD\Sheet Sales\PD15029 Site Plan.dwg Job: PD Site Plan Oct 17, 2016 - 10:08am mzwual



EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- EDGE OF PAVEMENT
- CURB AND GUTTER
- FENCE
- EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- EXISTING RIPRAP

PROPOSED LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED R.O.W.
- PROPOSED LOT LINE
- PROPOSED SETBACK
- PROPOSED EASEMENT
- PROPOSED CURB AND GUTTER
- PROPOSED RETAINING WALL
- PROPOSED FENCE
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED MAINTENANCE ACCESS
- PROPOSED UNOBSTRUCTED OPEN SPACE

- NOTES:
- INDOOR GARAGE PARKING SPACES ARE 9' X 20' FOR EACH SPACE.
 - SEE UTILITY PLAN FOR UTILITIES AND EASEMENTS.
 - UNOBSTRUCTED OPEN SPACE IS 30%. UNOBSTRUCTED OPEN SPACE IS DEFINED BY THE CITY OF LITTLETON ZONING CODE AS AN AREA UPON WHICH NO STRUCTURE MAY BE ERECTED OR SURFACE AREA UTILIZED FOR STORAGE OR FOR VEHICULAR MOVEMENT OR PARKING.
 - ALL PROPOSED SIDEWALKS ARE 4 FEET WIDE UNLESS DIMENSIONED OTHERWISE.
 - ALL SIDEWALKS ARE ADA COMPLIANT UNLESS IDENTIFIED OTHERWISE AND EXCEPT AT STAIRS.
 - POROUS LANDSCAPED DETENTION AREA (NORTH) - MIN. FLAT SURFACE AREA = 841 SQ FT
POROUS LANDSCAPED DETENTION AREA (SOUTH) - MIN. FLAT SURFACE AREA = 839 SQ FT

NOTE: THIS IS AN ILLUSTRATIVE PLAN

LEGAL DESCRIPTION OF PROPOSED DEVELOPMENT PARCEL

PORTIONS OF TRACTS B AND D, BLOCK 1, AND TRACT B, BLOCK 2, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1986 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT B, BLOCK 1, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 715.68 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 69°29'50" EAST;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID TRACT B, BLOCK ONE, AND SAID CURVE THROUGH A CENTRAL ANGLE OF 31°55'12", AN ARC LENGTH OF 398.71 FEET;

THENCE SOUTH 86°40'10" WEST, A DISTANCE OF 124.20 FEET;

THENCE NORTH 69°10'52" WEST, A DISTANCE OF 54.20 FEET;

THENCE NORTH 59°10'55" WEST, A DISTANCE OF 149.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT D, BLOCK ONE;

THENCE, ALONG TSAID WESTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

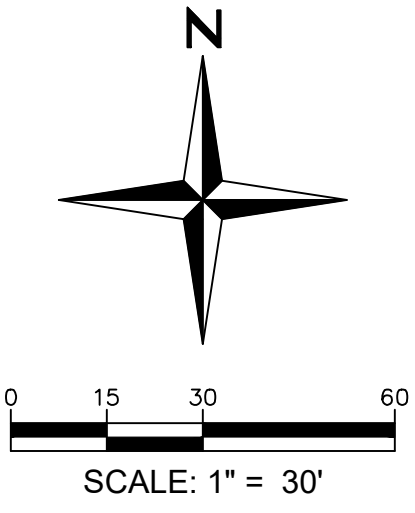
- NORTH 00°26'00" EAST, A DISTANCE OF 299.04 FEET;
- NORTH 76°23'40" WEST, A DISTANCE OF 8.57 FEET;

THENCE THE FOLLOWING SIX (6) COURSES;

- NORTH 02°16'57" EAST, A DISTANCE OF 9.31 FEET;
- SOUTH 89°34'00" EAST, A DISTANCE OF 8.04 FEET;
- NORTH 00°26'00" EAST, A DISTANCE OF 16.03 FEET;
- NORTH 22°53'16" EAST, A DISTANCE OF 47.35 FEET;
- SOUTH 89°41'52" EAST, A DISTANCE OF 245.78 FEET;
- SOUTH 46°09'54" EAST, A DISTANCE OF 93.92 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.998 ACRES, (130,572 SQUARE FEET), MORE OR LESS.

NOTE: THIS LEGAL DESCRIPTION USES THE PROPOSED NORTH PROPERTY LINE.



DATE	NO.	NOTES	DRAWN	BOW
03.27.2016	1	1ST CITY SUBMITTAL	CHECKED	MDC
08.10.2016	2	2ND CITY SUBMITTAL	APPROVED	MDC
08.31.2016	3	3RD CITY SUBMITTAL		PROJECT NO. 15029
10.10.2016	4	4TH CITY SUBMITTAL		HORIZ. SCALE
10.17.2016	5	5TH CITY SUBMITTAL		VERT. SCALE

LOT 1, BLOCK 1, CENTENNIAL SPRIDE REC-# B671157

OWNER: CENTENNIAL MILNER, LLC, ET AL
B-2 (COMMUNITY BUSINESS DISTRICT)
2755 W. BELLEVUE AVE.

UNPLATTED
OWNER: MERIDIAN DEVELOPMENT, INC., ET AL
I-P (INDUSTRIAL PARK DISTRICT)
2709 W. BELLEVUE AVE.

TRACT E, BLOCK 2, RIVERSIDE
A PLANNED DEVELOPMENT
PLAT BOOK 90, PAGE 48
OWNER: GREENLEAF RIVERSIDE, LLC

PD-R (PLANNED DEVELOPMENT RESIDENTIAL)
4900 S. PRINCE ST.

TRACT C, BLOCK 2, RIVERSIDE
A PLANNED DEVELOPMENT
PLAT BOOK 90, PAGE 48
OWNER: GREENLEAF RIVERSIDE, LLC

PD-R (PLANNED DEVELOPMENT RESIDENTIAL)
EX. 5' TYPE R SD INLET (PRIVATE)

TRACT B, BLOCK 2, RIVERSIDE
A PLANNED DEVELOPMENT
PLAT BOOK 90, PAGE 48
OWNER: GREENLEAF RIVERSIDE, LLC

PD-R (PLANNED DEVELOPMENT RESIDENTIAL)

TRACT D, BLOCK 2, RIVERSIDE
A PLANNED DEVELOPMENT
PLAT BOOK 90, PAGE 48
OWNER: GREENLEAF RIVERSIDE, LLC

PD-R (PLANNED DEVELOPMENT RESIDENTIAL)

OWNER: COLORADO WATER
CONSERVATION BOARD
BOOK 4720, PAGE 445

PORTION OF TRACT B, C & D,
BLOCK 1, RIVERSIDE A
PLANNED DEVELOPMENT
REC. #B4065836
OWNER: FRASER HOLDINGS LLC
PD-C (PLANNED DEVELOPMENT
COMMERCIAL)

WALGREENS
2697 W. BELLEVUE AVE.

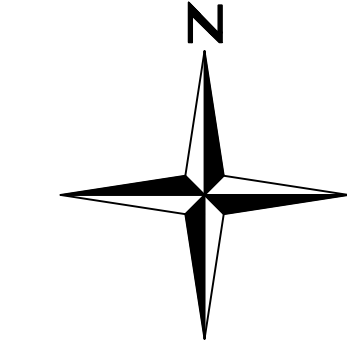
SOUTH PLATTE RIVER

S. PRINCE STREET

EXISTING UTILITY REMOVAL & EASEMENT VACATION DETAIL
1" = 30'



Know what's below.
Call before you dig.



0 15 30 60
SCALE: 1" = 30'

EXISTING LEGEND

- EXISTING PROPERTY LINE
- EXISTING R.O.W.
- EXISTING LOT LINE
- EXISTING EASEMENT
- EXISTING WATERLINE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING ELECTRIC LINE
- EXISTING GAS LINE
- EXISTING TELEPHONE LINE
- EXISTING FIBER LINE

PROPOSED LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED R.O.W.
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED INLET
- PROPOSED FLARED END SECTION
- PROPOSED SANITARY SEWER
- PROPOSED FIRELINE
- PROPOSED WATER LINE 3 IN OR LESS
- PROPOSED WATER LINE 6 IN
- PROPOSED WATER LINE 8 IN
- PROPOSED WATER LINE 12 IN
- PROPOSED HYDRANT SERVICE LINE
- PROPOSED WATER BEND
- PROPOSED WATER CROSS
- PROPOSED WATER TEE
- PROPOSED WATER REDUCER
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED PLUG/CAP
- PROPOSED BLOW OFF ASSEMBLY
- PROPOSED WATER METER
- PROPOSED CURB STOP
- PROPOSED TAPPING SLEEVE & VALVE

NOTE:

- TRENCH BACKFILL MATERIAL WILL BE PROVIDED WHERE THE 8" SANITARY SEWER IS CONSTRUCTED WITHIN 10' OF THE 24" SANITARY SEWER TO ALLOW REPAIR TO ONE OF THE SEWERS WITHOUT DISTURBING THE OTHER SEWER.
- ONLY PROPOSED AND EXISTING UTILITIES AND EASEMENTS TO REMAIN ARE SHOWN ON THE UTILITY PLAN.

PLATTE 56

UTILITY PLAN

SHEET

4 OF 7

REDLAND

Where Great Places Begin

720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120

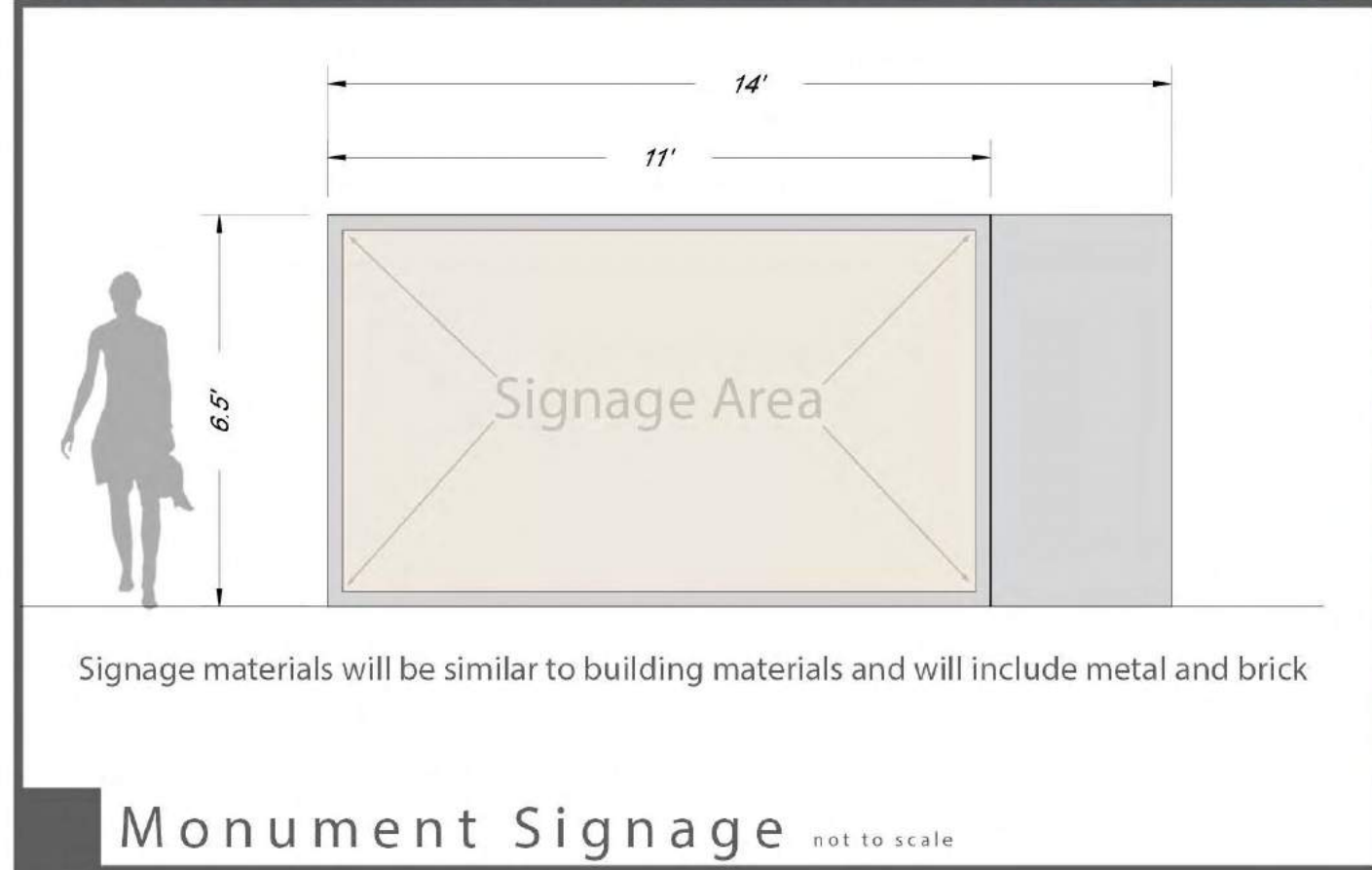
REDLAND.COM

DATE	NO.	BY	SCALE
03.27.2016	1	1ST CITY SUBMITTAL	
08.10.2016	2	2ND CITY SUBMITTAL	
08.31.2016	3	3RD CITY SUBMITTAL	
10.10.2016	4	4TH CITY SUBMITTAL	
10.17.2016	5	5TH CITY SUBMITTAL	

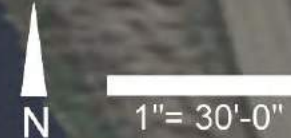
DATE	NO.	BY	SCALE
03.27.2016	1	1ST CITY SUBMITTAL	
08.10.2016	2	2ND CITY SUBMITTAL	
08.31.2016	3	3RD CITY SUBMITTAL	
10.10.2016	4	4TH CITY SUBMITTAL	
10.17.2016	5	5TH CITY SUBMITTAL	

DATE	NO.	BY	SCALE
03.27.2016	1	1ST CITY SUBMITTAL	
08.10.2016	2	2ND CITY SUBMITTAL	
08.31.2016	3	3RD CITY SUBMITTAL	
10.10.2016	4	4TH CITY SUBMITTAL	
10.17.2016	5	5TH CITY SUBMITTAL	

Volume:StackLot201614-Riverside TownhomesCAD.dwg (S) Site Illustrative Plan.dwg Job Layout:1 May 12, 2016 - 10:10pm \$10ET (VAR 7)



NOTES:
1. ALL PLANT QUANTITIES AND LOCATIONS ARE SHOWN FOR ILLUSTRATIVE PURPOSES. THE FINAL PLAN QUANTITIES WILL MEET OR EXCEED THOSE SHOWN ON THIS PLAN.
2. THIS LANDSCAPE PLAN IS ILLUSTRATIVE. A FINAL LANDSCAPE PLAN WILL BE SUBMITTED WITH A FINAL PD PLAN.



RIVERSIDE TOWNHOMES
CONCEPT
ILLUSTRATIVE PLAN

DATE		NO.		NOTES	
03.21.2016	1	1ST CITY SUBMITTAL	JH	DRAWN	JH
06.10.2016	2	2ND CITY SUBMITTAL	SW	CHECKED	SW
08.31.2016	3	3RD CITY SUBMITTAL	JH	APPROVED	JH
10.10.2016	4	4TH CITY SUBMITTAL	16-17	PROJECT NO.	16-17
				HORIZ. SCALE	
				VERT. SCALE	

N:\Volumes\StackLot\2016\14-Riverside Townhomes\CAD\Drawings\SL-Concept Landscape.dwg Job: Layout1 Oct 09, 2016 - 7:58pm \$I(GETVAR, 77)



LEGEND

- CANOPY TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- EVERGREEN SHRUBS
- DECIDUOUS SHRUBS
- ORNAMENTAL GRASSES
- TURF - BLUEGRASS
- NATIVE SEED
- EDGER: REFER TO SPECIFICATIONS
- EXISTING TREES TO REMAIN UNLESS OTHERWISE NOTED
- BENCH
- PET STATION
- FREE STANDING BIKE RACK
- POST MOUNTED BBQ

NOTES:

- LANDSCAPE PLANTING PLAN SHALL MEET THE CITY OF LITTLETON'S GENERAL TREE DIVERSITY GUIDELINES.
- PRIOR TO INSTALLATION OF ANY PLANT MATERIAL, INCLUDING SOD, APPLY A MINIMUM OF 4 CUBIC YARDS OF SOIL AMENDMENT PRODUCT PER 1,000 SQUARE FEET OF PERMEABLE AREA. THE SOIL AMENDMENT PRODUCT APPLIED TO THE PREMISES MUST BE ON THE DENVER WATER APPROVED SOIL AMENDMENT PRODUCT LIST. THIS SOIL AMENDMENT PRODUCT MUST BE INCORPORATED OR ROTOTILLED TO A DEPTH OF 4-6 INCHES. NATIVE GRASS-SEEDED AREAS MAY INCORPORATE AMENDMENT AT A RATE OF 2 CUBIC YARDS PER 1,000 SQUARE FEET.
- A TREE REMOVAL PERMIT WILL BE REQUIRED PRIOR TO START OF ANY TREE REMOVAL.
- THE 2' SHOULDERS ADJACENT TO CRUSHER FINE ACCESS PATHS SHALL NOT BE IRRIGATED UNLESS IT IS DRIP IRRIGATION. BUSHES AND MULCH ARE ACCEPTABLE IN THE SHOULDERS BUT NOT IRRIGATED SOD OR TURF.
- ALL PLANT QUANTITIES AND LOCATIONS ARE SHOWN FOR ILLUSTRATIVE PURPOSES. THE FINAL PLAN QUANTITIES WILL MEET OR EXCEED THOSE SHOWN ON THIS PLAN.
- THIS LANDSCAPE PLAN IS ILLUSTRATIVE, A FINAL LANDSCAPE PLAN WILL BE SUBMITTED WITH A FINAL PD PLAN.

DRAFT - NOT FOR CONSTRUCTION

RIVERSIDE TOWNHOMES
CONCEPT
LANDSCAPE PLAN

SHEET

6 OF 7





09.01.16

AERIAL CONTEXT VIEW

PLATTE 56 | CENTRAL DEVELOPMENT

LITTLETON, COLORADO

these drawings are intended for design development and preliminary studies only and are not to be used for any other purpose, such as final plotting or final engineering. copyright Woodley Architectural Group, Inc. these drawings may not be used or duplicated without the expressed written permission of Woodley Architectural Group, Inc.

X:\Woodley Projects\Central Development - CENT\1501\03 DD\PRESENTATION\16_0425 Preliminary_SDP Elevation\WORKING\Riverside Townhomes_SDP Title Block.dwg Job: Model Apr 25, 2016 3:32pm gleason



RIVERSIDE TOWNHOMES

CONCEPT ELEVATION

SHEET

3 OF 3

NOTES

DATE

NO.

DRAWN

CHECKED

APPROVED

PROJECT NO.

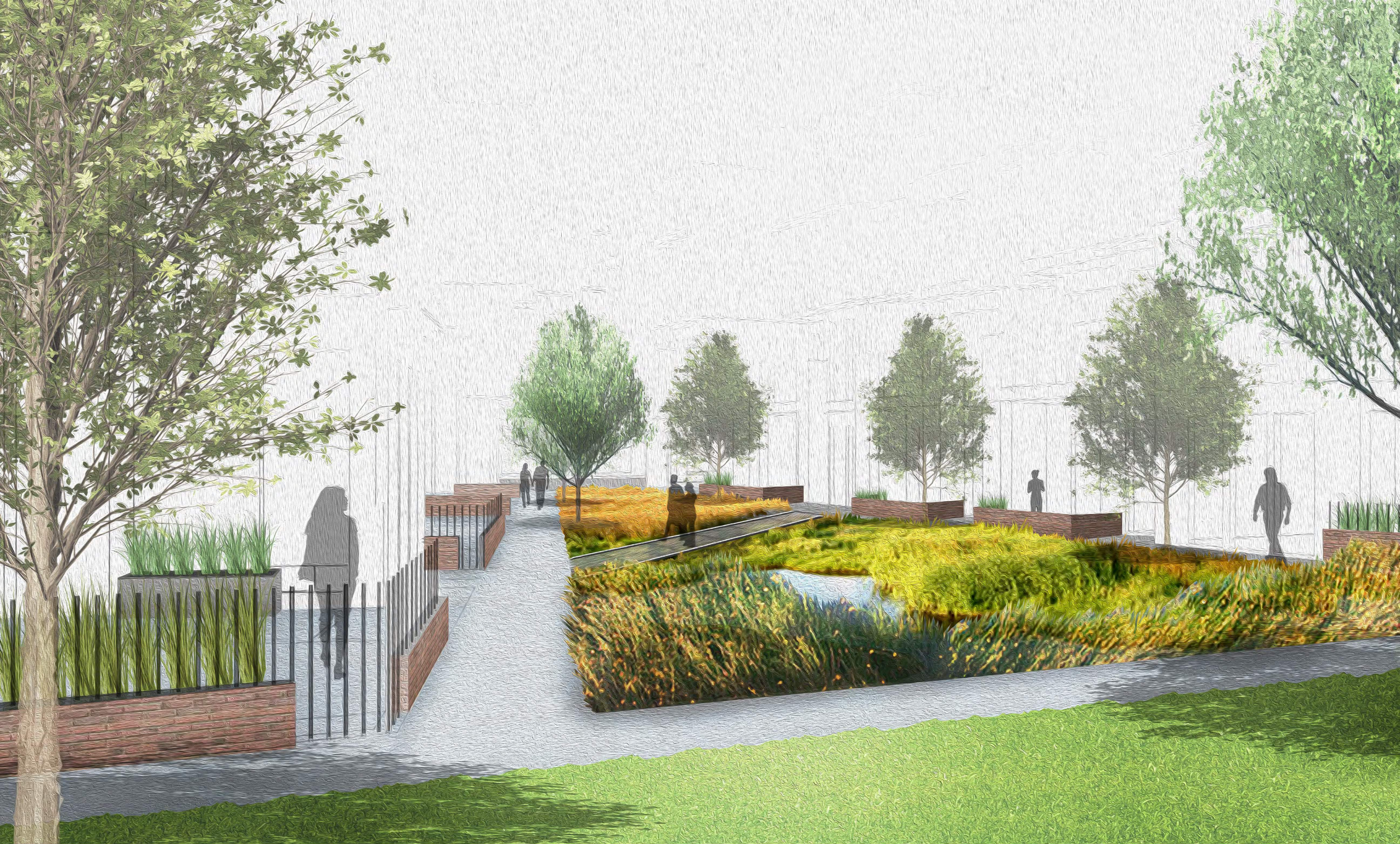
HORIZ. SCALE

VERT. SCALE

colorado // 731 southpark dr. suite B
littleton, co 80120 / 303.683.7231

california // 2943 pullman st. suite A
santa ana, ca 92705 / 949.553.8919

W woodleyarchitecturalgroup, inc



08.31.16

CHARACTER PERSPECTIVES

PLATTE 56
LITTLETON, COLORADO



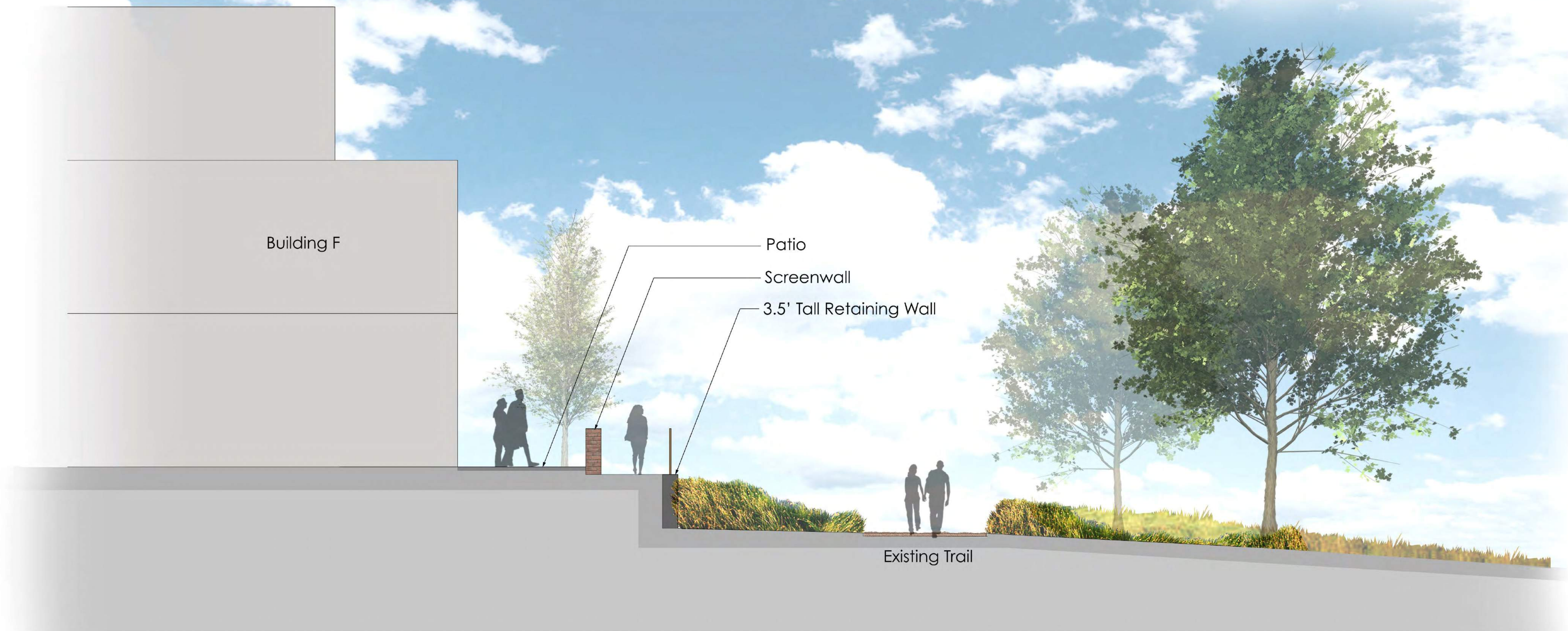
08.31.16

CHARACTER PERSPECTIVES

PLATTE 56
LITTLETON, COLORADO



KEY MAP



08.31.16

CHARACTER SECTION

PLATTE 56
LITTLETON, COLORADO



File #: Ordinance 26-2016, Version: 1

Agenda Date: 11/01/2016

Subject:

An ordinance on first reading granting a temporary easement to Civil and Environmental Engineering Department Colorado State University for a streambed study in South Platte Park

Presented By: Mark Relph, Public Works and Utilities Director

POLICY QUESTION:

Does city council support granting a temporary construction easement to Colorado State University's (CSU) Civil and Environmental Engineering Department for a streambed study in South Platte Park?

BACKGROUND:

The City of Littleton owns the SPP property, located north of C-470 and along the South Platte River. Parcels of land were acquired beginning in the 1970's to preserve the natural floodplain. Parts of the streambed were recently stabilized through a joint effort of the City of Littleton, South Suburban Parks and Recreation (SSPR), Arapahoe County, and Urban Drainage & Flood Control District.

Centennial Water & Sanitation District (Centennial W & S) owns and operates municipal water supply wells adjacent to the east boundary of the park between West Mineral Avenue and C-470. When Centennial W & S pumps water from its wells, the impact of groundwater drawdown on adjacent park trees, or flow in the river are not well known. Centennial W & S has been working with CSU's Civil and Environmental Engineering Department to develop the scope of a study to better determine effects of shallow groundwater pumping not only in Littleton, but throughout the lower South Platte River basin. CSU has determined the portion of South Platte Park adjacent to Centennial W & S wells is an ideal site for such a study due to available river flow gauges data, Chatfield Reservoir outlet control, and Centennial W & S pumping schedules.

Centennial W & S has asked the City of Littleton to grant a temporary construction easement to CSU, who will drill temporary monitoring wells in SPP for the study.

STAFF ANALYSIS:

CSU proposes to drill five, temporary small diameter (4") and shallow wells ranging in depth from 3 to 20 feet. The location in SPP is on the east and west banks of the river, south of West Mineral Avenue and north of C-470 as shown on Exhibit A. The wells will be equipped with water depth monitoring devices. CSU will also use temporary devices to measure stream flow in the river and adjacent to the monitoring wells.

The duration of the study and the easement will be about six months. Upon completion of the study, the temporary wells will be removed in accordance with State requirements. Well drilling will be completed by small equipment to minimize disruption to the environment. Disturbed vegetation will be replanted.

South Suburban Park & Recreation District (SSPR) manages SPP under an intergovernmental agreement with the City of Littleton. SSPR staff reviewed the streambed study request and support it. SSPR granted a Temporary Access Permit to CSU to conduct the study.

Public use of the park should not be negatively affected by the study. The study area will remain open to public use at all times. Temporary wells will be installed, marked and locked to prevent tampering. The study will be conducted during the season of low river flows over the next six months, when public use of the river is less than during the summer.

The results of the study will be shared with the city and SSPR.

FISCAL IMPACTS:

Granting the easement by the city is proposed at no cost to CSU or Centennial W & S. The study is being funded by a \$50,000 grant from the Colorado Water Conservation Board and a \$50,000 contribution from Water and Environmental Systems Technology, Inc.

STAFF RECOMMENDATION:

Staff recommends the city grant the easement.

PROPOSED MOTION:

I move that the ordinance granting a temporary construction easement to Colorado State University's Civil and Environmental Engineering Department for a streambed study in South Platte Park be approved on first reading and a public hearing be scheduled for November 15, 2016 at 6:30 p.m.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO.**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, GRANTING AN EASEMENT TO CIVIL AND**
11 **ENVIRONMENTAL ENGINEERING DEPARTMENT**
12 **COLORADO STATE UNIVERSITY**

13
14 **WHEREAS,** The South Platte Park is natural open space property owned by the
15 City of Littleton;

16
17 **WHEREAS,** The Civil and Environmental Engineering Department, Colorado
18 State University has submitted a proposal to study impacts of municipal water well pumping by
19 Centennial Water and Sanitation District upon stream flow in the South Platte River;

20
21 **WHEREAS,** The South Platte Park, with its natural streambed and undeveloped
22 floodplain conditions, is considered an ideal site for such a study, the results of which can be
23 utilized throughout the lower South Platte River basin; and

24
25 **WHEREAS,** pursuant to Section 60 of the Littleton City Charter, city owned
26 property may be conveyed by an ordinance adopted in regular procedure.

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

30
31 **Section 1:** The City of Littleton, Colorado does hereby approve granting an
32 easement to Arapahoe County, upon the South Platte Park property, as described in Exhibit "A",
33 attached hereto.

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

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

1 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
2 of the City of Littleton on the ____ day of _____, 2016, passed on first reading by a vote of
3 ____ FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis
4 Library, the Municipal Courthouse and on the City of Littleton Website.

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

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

13 ATTEST:

14 _____
15 Wendy Heffner
16 CITY CLERK

Bruce O. Beckman
MAYOR

17
18 APPROVED AS TO FORM:

19
20 _____
21 Kenneth S. Fellman
22 ACTING CITY ATTORNEY

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the City of Littleton, Grantors, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantors, do, for themselves and on behalf of their heirs, successors and assigns, hereby grant and convey to the Civil and Environmental Engineering Department of Colorado State University (Contact is Dr. Ryan Bailey, 970-491-5045) , the Grantee, its successors and assigns, a temporary right of entry and construction easement on that property described and depicted as the Study Area in Exhibit "A", which is attached hereto and incorporated herein by this reference, together with the right of entry to and from the Study Area to and from the access points of South Santa Fe Blvd (on the East) and South Platte Canyon Blvd (on the West) (hereinafter the "Easement Premises"), upon which to construct, operate, remove, and repair facilities across, on, under and through the Easement Premises, said Easement Premises lying and being in the City of Littleton, County of Arapahoe, State of Colorado.

Grantors hereby covenant and agree that they have good title to the Easement Premises; that they have good and lawful right to grant this easement and that they will warrant and defend title and quiet possession thereof against the claims of all persons whomsoever.

Grantors further covenant to and with Grantee that the Grantee's officers, agents or employees may at any or all times when necessary or convenient to do so, go over and upon said Easement Premises, and do and perform any and all acts necessary and convenient to the carrying into effect of the purposes for which this grant is made.

Grantors further agree that they shall not, in any manner, interfere with the above stated objects, nor disturb, injure or molest the construction site or any activities thereon.

Grantee agrees to restore the Easement Premises, as reasonably as possible, to the

condition it was in immediately prior to any access undertaken herein, should such restoration be necessary.

The temporary easement and right of entry herein granted shall commence on the date when notified in writing by the City of the start of construction. The activities contemplated by the City and permitted by this document will be initiated as soon after execution of this document as possible. The temporary easement and right of entry herein granted shall expire six (6) months after the date of notification by the City of the start of construction.

SIGNED this _____ day of _____, 20____.

GRANTOR

Printed name: _____

Title: _____

ATTEST:

COUNTY OF ARAPAHOE)
)ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ [name] as _____ [title] of _____ [entity name].

My Commission Expires:

Notary Public

Exhibit A
Overview of Data Collection Methodology and Equipment:
Streambed-Pumping Study

Dr. Ryan Bailey, Luke Flores

Civil and Environmental Engineering, Colorado State University

Dr. Catherine Kraeger-Rovey

Water & Environmental Systems Technology, Inc.

1. Purpose of Project

The project sponsors propose a new study to determine the effect of groundwater pumping on the South Platte River and particularly to examine the function, and even the existence, of a low-permeability stream bed layer in a stream. Issues revolving around the science of groundwater resources are of critical importance in the semi-arid American West and we wish to conduct a study on the river to provide insight into the field. The results of the study will be presented as at least a case study in an academic journal as well as be used as a practical application in groundwater engineering courses taught at Colorado State University. The City of Littleton's South Platte Park provides an ideal venue for the study, as there are four high capacity pumping wells (operated by Centennial Water & Sanitation) within a few hundred feet of the river. The study will be conducted from September 2016 to April 2017 by Dr. Ryan Bailey and Luke Flores from Colorado State University as well as having the technical and financial assistance of Dr. Catherine Kraeger-Rovey of Water & Environmental Systems Technology, Inc. The results of the study will serve as the basis of Mr. Flores' Master's thesis. The project is funded through both a 1-year \$50,000 grant from the Colorado Water Conservation Board and a \$50,000 funding contribution by Dr. Kraeger-Rovey.

2. Study Area

The study area is the South Platte River corridor between the C-470 and W. Mineral Ave. crossings (Figure 1) in the city of Littleton's South Suburban Park. The equipment and instruments needed for the study are five nested monitoring well sites that includes 11 monitoring wells and data loggers to measure groundwater levels in the aquifer, two acoustic Doppler current profilers (ADCP) to measure flow rates in the river (one upstream and one downstream), and a staff gage to measure water levels in the river at the river bank.



Figure 1. Map of study area, showing location of 4 pumping wells and the location of streamflow measurements.

3. Measuring Streamflow in the South Platte River

Streamflow in the South Platte River will be measured upstream and downstream of the pumped area, to determine how much river water seeps into the aquifer, or how much water is gained by the river from the aquifer, pending the results of the study. Measuring streamflow will be performed using two ADCPs, which uses sonar to measure water velocity. CSU already owns the ACPS. One will be positioned at the upstream end, and the other at the downstream end (see blue dots in Figure 1). The ADCP is placed inside a small boat and pulled slowly across the cross section of the river using a rope and pulley system (tied to T-posts hammered into the bank on either side of the river) to get velocity readings. See the figures below.



Figure 2. Acoustic Doppler Current Profiler used to measure streamflow in a river.

4. Monitoring Wells

4.1 Locations

Monitoring wells will be installed to measure the drawdown of the water table created by the 4 high-capacity pumping wells. The water levels in the wells will also be compared to the water level in the river from the data provided from the staff gage. The proposed locations of the monitoring wells are shown in Figure 3. A list of the site:

- Two sites (A, B) on the bank of the river that will be installed using a Geoprobe 7822DT.
- Two sites (C, D) at the mid-point between the pumping wells and river
- One site (E) on the opposite side of the river, to determine if the groundwater on the west side is affected by the pumping

For sites A and B three nested monitoring wells of differing depths (3, 6, and 12 ft.) will be installed. Sites C and D, two nested monitoring wells at approximately 12 and 20 ft.

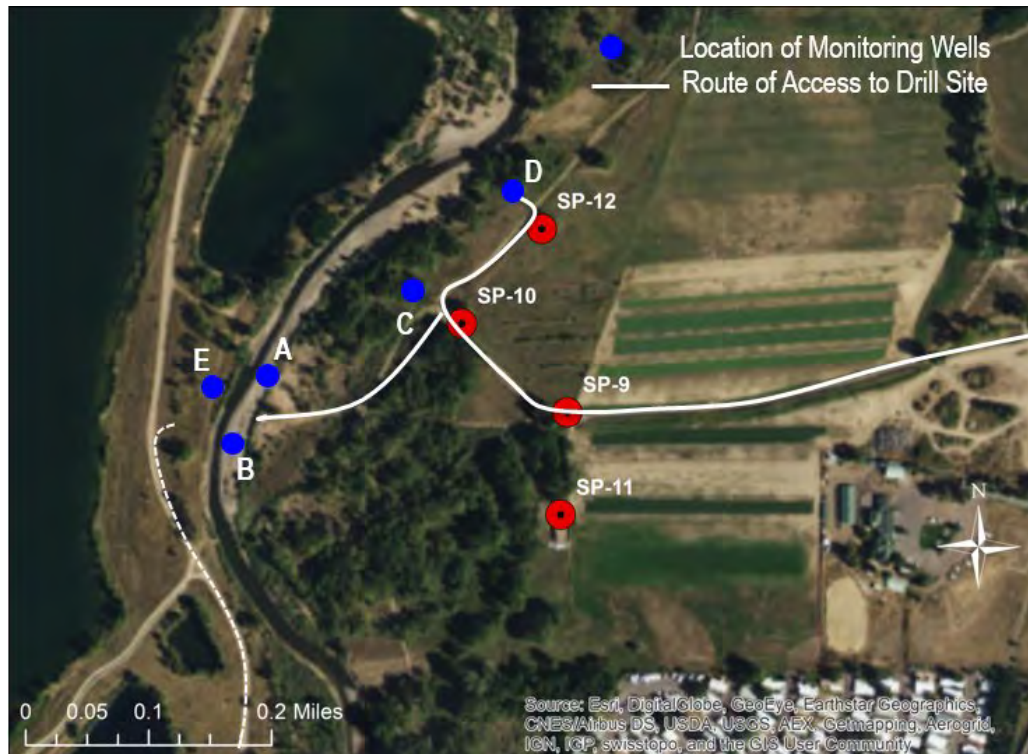


Figure 3. Location of Monitoring Wells

4.2 Design and Installation

The general design of each monitoring well is shown at the end of the proposal, according to standards imposed by the Division of Water Resources (CCR 402-2: *Rules and Regulations for Water Well Construction, Pump Installation, Cistern Installation, and Monitoring and Observation Well Construction*). 2-inch schedule 40 PVC will be used. A sand filter pack will be

placed around the perforated PVC pipe in the lower section of the borehole, overlain by bentonite and a small surface concrete seal. The top of the well will be level with the ground surface. There will be a lock on the cap.

The monitoring wells at locations A and B will be installed using a 4" hollow-stem auger with a Geoprobe 7822DT. The rig weighs approximately 8000 lb. and rides on a track rig to minimize disturbances to the park landscape. See Figure 4. As stated above, locations A and B will have a nest of wells drilled at depths of 3, 6, and 12 ft. Location E will also be drilled with the Geoprobe 7822DT but only to a depth of 6 ft.

The monitoring wells at locations C and D will be installed using a 4" hollow-stem auger and rubber wheeled drill rig operated by Drilling Engineering, Inc. (see Figure 5). These wells will be drilled to a depth of 12 ft. and 20 ft. The access route to these three locations is shown in Figure 3 above. Driving on grass will be kept to a minimum. There may be slight damage to the grass due to the weight of the drill rig.

The exact dates of installation of the monitoring wells will be closely coordinated with the city of Littleton and the South Suburban Parks and Recreation District and designed to minimize disruptions to the park and the impact upon the local environment.

Any nearby underground pipes and cables will be located and marked using the Colorado 811 locator service. CSU accepts responsibility for this process and any damage that might occur. Permitting for each well will be accomplished using the Monitoring/ Observation Water Well Permit Application (Form GWS-46).



Figure 4. Geoprobe 7822DT



Figure 5. Drilling Engineering, Inc. Drill Rig

4.3 Measuring Water Levels

Water table levels will be measured at 15-minute intervals using HOBO Onset Data Loggers (left in Figure 6), with one data logger for each well. The data logger will be placed near the bottom of each monitoring well. For data download, the data logger is removed from the well and connected to a laptop using an optic USB base station (right in Figure 6). The pumping tests are planned to be performed during winter low-flow conditions in the South Platte River beginning as soon as October or early November and proceeding through late February or early March. There will be several pumping tests performed during this period to ensure accurate and reliable results. Vehicles will not be necessary to obtain data after initial installation.



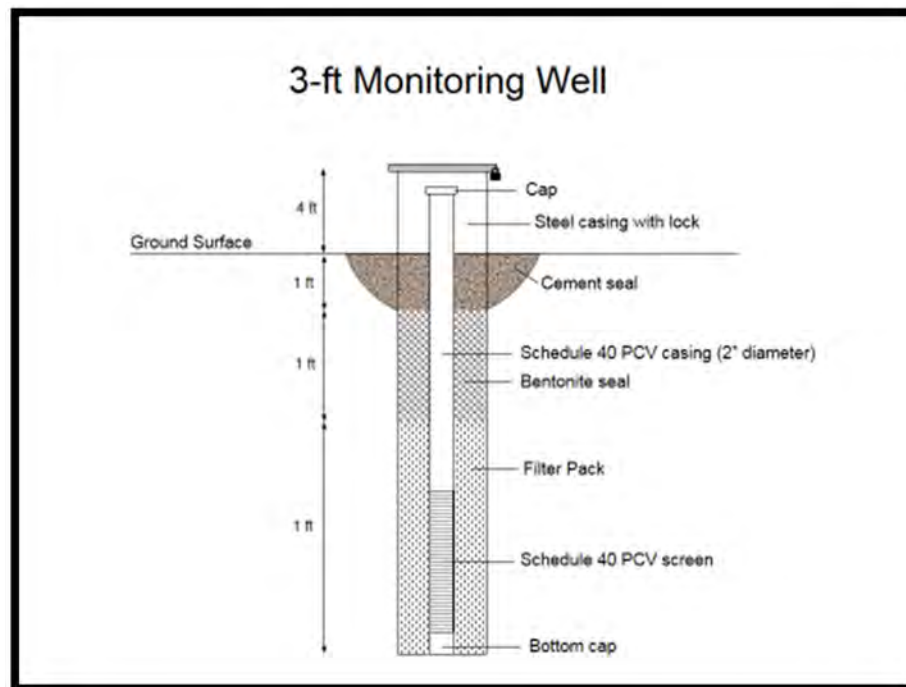
Figure 6. Left: HOBO Water level data logger (Part #U20L-01) Right: Optic USB Base Station to connect the data logger to a laptop for downloading water level data.

4.4 Removal

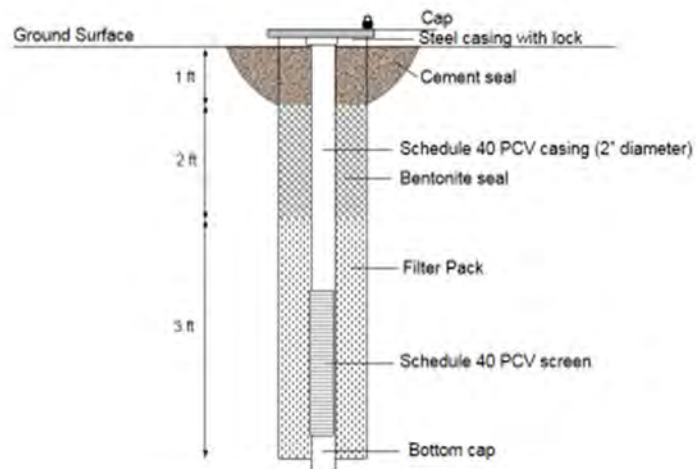
Once the necessary data are collected for the study, the wells will be abandoned in accordance with state regulations (*GWS-09: Well Abandonment Form*). The top 2-3 feet of each monitoring well will be removed and then capped and then buried again with dirt. A vehicle or rig will not be necessary to remove the wells. The removal of the top part of each well and subsequent burial ensures that each well casing will never be unearthed through a natural process or influence the park in any meaningful way. Dr. Bailey and Luke Flores can also be responsible for planting new vegetation atop the dirt.

All results and subsequent articles, papers, and theses will be shared with the city of Littleton and South Suburban Parks and the Recreation District. We are very grateful for the cooperation of the entire city for allowing us to conduct our study in South Suburban Park and look forward to working with them throughout the entire process.

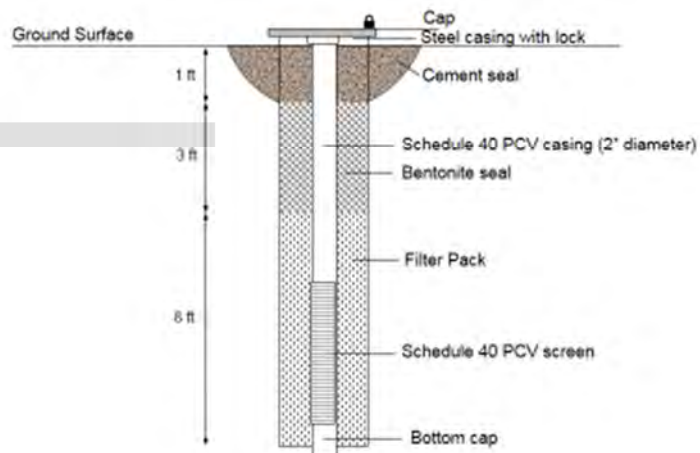
4.5 Well Schematics for sites A, B



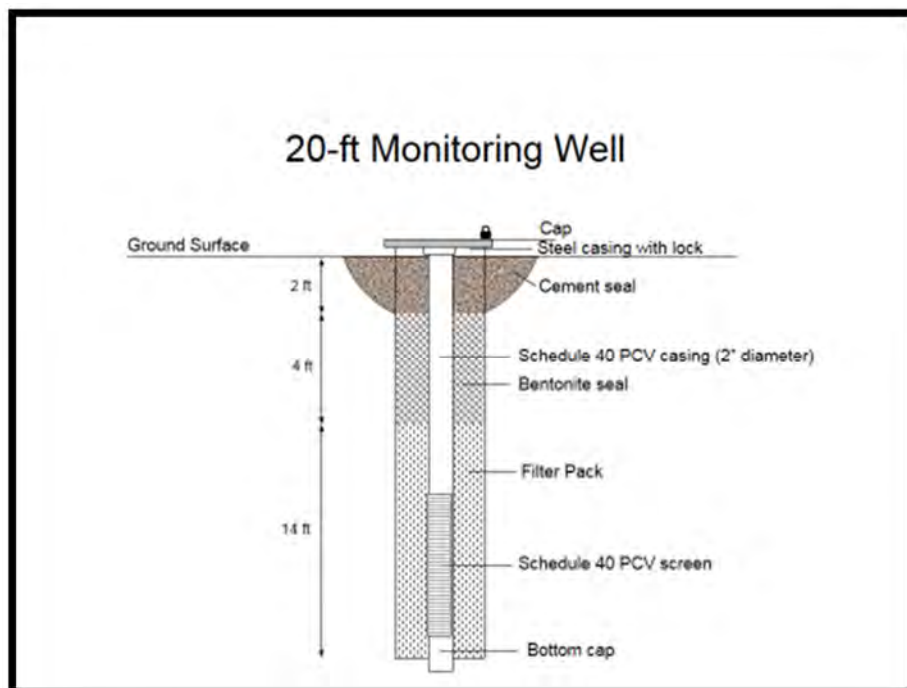
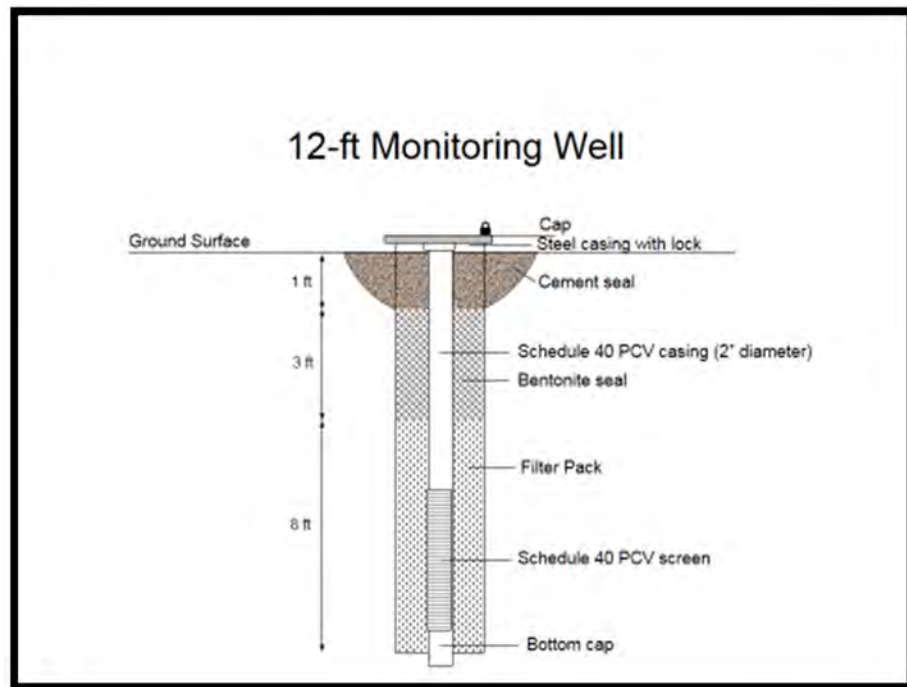
6-ft Monitoring Well



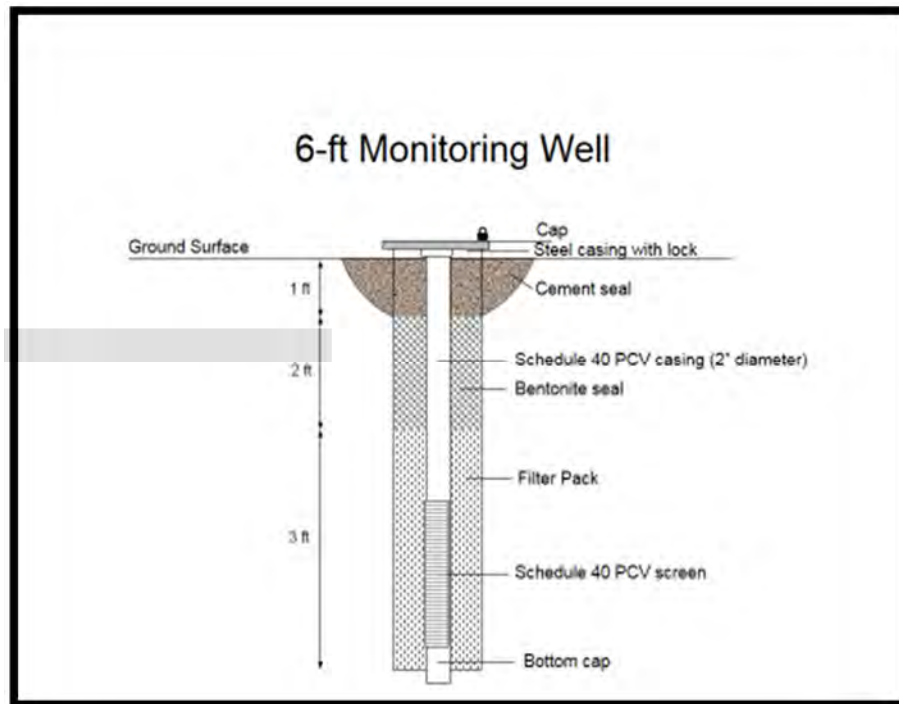
12-ft Monitoring Well



4.6 Well Schematics for sites C, D



4.7 Well Schematics for site E





**South Suburban
PARKS AND RECREATION**

Temporary Access Permit Application

ADMINISTRATIVE OFFICE
8631 S. University Blvd.
Centennial, CO 80121-2013

phone 303.798.5131
fax 303.798.3030
www.sspr.org

Owner or Company Information:

Ryan Bailey, Colorado State University

Address 1372 Campus Delivery

City Fort Collins State CO Zip Code 80523

Phone Numbers:

Office: 970-491-5045

Cell: 970-744-8307

After Hours: 970-744-8307

CONTRACTOR INFORMATION:

Company: Drilling Engineers, Inc.

Representative/Project Manager: Rick Rogers

Address 1209 Duff Drive

City Fort Collins State CO Zip Code 80522

Phone Numbers:

Office: 970-484-6183

Cell: _____

After Hours: _____

By policy established by official action of the South Suburban Board of Directors regarding the issuance of Temporary Access Permits for access through or across properties within South Suburban Park and Recreation District jurisdiction. "On application made by responsible and identifiable individuals, corporations, or public bodies (District is directed) to issue a Temporary Access Permit for access through or across District properties and providing that this not be in conflict with any other existing applicable regulations of any other governmental entity. Further, that provision for issuance of and enforcement of said permits be delegated to the Parks and Open Space Department, and that a fee be charged for this permit in the form of an adequate sum of money sufficient to defray unusual and/or extra ordinary expense to the District."

ACCESS INFORMATION:

Description of work: Drilling of 11 monitoring wells, evaluating streamflow in South Platte River (see attached proposal)

Park, Trail or Open Space: South Suburban Park, between W. Mineral Av., CO 470, and Santa Fe Dr. East of South Platte River.

Proposed access route (attach map/drawings): See attached Proposal, Off Santa Fe Drive.

Date(s) and Time(s) of Access:

<u>DATE</u>	<u>TIME</u>
<u>Around second week of September 2016</u>	<u>10am - 2pm</u>
<u>(subject to change)</u>	

NOTIFY THE SOUTH SUBURBAN PARKS & OPEN SPACE ADMINISTRATION OFFICE @ 303/483-7008 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND UPON COMPLETION, TO ARRANGE FOR FINAL INSPECTION OF ACCESSED AREA.

VEHICLES to be used: Describe all vehicles to be used, including trailers & other equipment, which will be used for access or installation of facilities. Personal vehicles are not permitted on South Suburban Park and Recreation District Property without a permit. *Permit must be displayed in the window of all vehicles & equipment at all times when on South Suburban District property.*

Description of Vehicles: Rubber wheeled drilling rig operated by Drilling Engineers, Inc.
(see picture in proposal)

Conditions of Access Permit:

1. A permit will not be granted if there is a viable alternate route for the access on adjacent private property.
2. Access is permitted only for purpose, location, date(s) and time(s) as authorized by this permit.
3. Permitted will not access District property if wet or muddy. In the event of damage to District property, the permitted will immediately notify the **SOUTH SUBURBAN PARKS & OPEN SPACE ADMINISTRATION OFFICE @ 303/483-7008**. The permitted shall restore the property to its original condition preceding the work and repair any improvements damaged as a result of the above access within (5) working days of completion of work. See attached District Basement Covenants, which will apply to this permit.
4. If repairs or replacements are not satisfactorily completed within (5) working days, the District will complete the work as necessary to return the site to its original condition. The Permitted agrees to pay for labor, materials, and all associated costs of such repairs and/or replacement, plus an administrative fee of 20%. The costs will be deducted from the damage deposit. If the deposit is insufficient the permitted will be billed for the balance.
5. The permitted is responsible for locating all underground utilities and irrigation lines prior to the requested access.
6. The permitted agrees to hold the South Suburban Parks and Recreation District harmless and indemnify the District from any action resulting from this temporary access.
7. If additional security or traffic control measures are required, the District will not assume any financial responsibility.
8. District parks and facilities are patrolled by local law enforcement agencies and all other applicable rules and regulations to include state statutes or city ordinances will be enforced.

Special Conditions: _____

☐ I have read and fully agree with and accept all responsibility for the terms and conditions of this permit.

Signature of Applicant B.T.B. Date 08-25-2016

Approved [Signature] Date 9/30/16

Fee: Cash _____ Check (name & #) _____ Charge _____ Receipt # _____

Administrative Fee \$ 125.00

Refundable Deposit \$ 250.00

TOTAL \$ 375.00

Special Conditions:

The standard Temporary Access Permit Fee of \$125 is due before work begins, along with a refundable \$250 damage deposit. These can be taken by phone at 303-730-1022 x61011 or by check. Refunds are not issued automatically and must be requested following inspection and completion of any required restoration work.

The 003 version of the proposal, sent Sept 19 with the Geoprobe 7822GT or comparable rubber-tracked drilling rig is approved. The larger truck-mounted rig is to be used only for the upland well sites.

Equipment will enter at the Ensor access road location and all vehicles will remain on access roads as long as possible before moving into the lowest-impact routes to the actual well locations.

Equipment will access the park only when soil conditions are firm and reasonably dry enough to resist rutting. South Platte Park will provide a rough map of the existing irrigation system with no guarantee of exact accuracy, and study organizers would be responsible for repairs of any damage caused by well installation or access.

Compaction of the surface and crushing of grass and willows is anticipated and does not constitute damage. Damage and restoration would be assessed for areas where the soil crust is broken, turned over, rutted, or otherwise denuded.

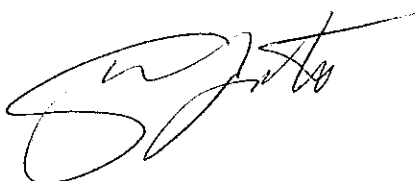
Access onto the newly-constructed terraces should use the route of least impact and the rig should avoid erosion blanket wherever possible. If any blanket is ripped or pulled up, it must be replaced according to the original specs of the river restoration project.

Riprap may be moved to allow drilling into the near-river locations. These rocks should be stockpiled and when the study is complete, the well locations should be restored to a similar consistency as surrounding banks to prevent the formation of scour holes.

Access to Well E should occur by taking the spur past the restroom to minimize time on the main greenway trail. When equipment is traveling on or near the trail, trail users have right of way and a person on foot should follow the equipment to direct and interact with trail users. Travel on the crusherfine trails as much as possible and any surface disturbances deeper than 1/2" should be raked out after work is complete.

When wells are removed at the completion of the testing, no longer than one year from the date of the permit without further written agreement, the soil used to fill over the wells should match surrounding soil or consist of an approved substitute. Any concrete or metal within two feet of the surface should be removed completely from the Park. South Platte Park will provide specifications for an appropriate seed mix or can provide the seed mix (one for upland, one for subirrigated locations) or will even conduct the seeding and weed control at our actual cost plus 20%. Disturbed areas should have a vegetation density equal to or greater than surrounding areas, and consist of 95% native vegetation three years after disturbance.

Access to the wells for additional maintenance or data collection should be done by foot or small vehicles to not create new social trails or access roads.

 9/30/16



File #: Resolution 41-2016, Version: 1

Agenda Date: 11/01/2016

Subject:

A resolution approving a final plat for the Broadmoor Seventh Filing Minor Subdivision

Presented By: Andrea Mimnaugh, AICP, Planning Manager

POLICY QUESTION:

Does city council support the replat of a part of Block 3 of the Broadmoor Sixth Filing?

BACKGROUND:

Block 3 of the Broadmoor Sixth Filing Subdivision is located at the corner of Littleton Boulevard and South Broadway and comprises the Littleton Square Shopping Center anchored by the King Soopers grocery store. On December 9, 2013, the planning board approved a Planned Development Overlay (PDO) for the redevelopment of the shopping center to include a new 74,000 square foot King Soopers grocery store and a refresh for the inline retail stores and parking lot. Construction of the project was completed in February, 2015.

Minor Subdivision Process

A minor subdivision is a plat that includes 10 or fewer lots, all lots front on a dedicated public street, and the plat meets the minimum standards of the subdivision and zoning code. The approval process is as follows:

Preliminary Plat

(administrative approval)

➤ Final Plat

(city council approval)

Section 11-4-2(C) of the Littleton City Code states that if the Director of Community Development and the Director of Public Works certify the proposed final plat is within accepted engineering principles and is in conformance with the ordinances of the city it shall be submitted for city council approval.

Broadmoor Seventh Filing Minor Subdivision Proposal

On behalf of Regency Centers, L.P., Galloway & Company has applied for a minor subdivision to replat Broadmoor Sixth Filing for the purpose of selling a portion of the shopping center to King Soopers Marketplace. The proposed Broadmoor Seventh Filing consists of three lots. The larger lot at the center of the site includes the grocery store and a majority of the parking lot. The two smaller lots include the inline shops and restaurants located at the perimeter of the shopping center and the remainder of the parking spaces.

Although the proposed replat would create property lines within the parking lot, access to the parking spaces for all businesses in the shopping center is protected by a cross access and parking easement as set forth in Note

#8 on the cover sheet of the proposed Seventh Filing plat.

STAFF ANALYSIS:

The following is the analysis of the proposal with the city's final plat regulations for minor subdivisions.

Section 11-4-2(C) 1 of the city's subdivision regulations for minor subdivision plats states:

City staff shall review the proposed preliminary plat and final plat for compliance with the provisions of this title, other applicable regulations, the comprehensive plan, existing and proposed development, and comments from affected agencies and shall frame the city staff's formal recommendation on the proposed final plat.

1. Compliance with provisions of the subdivision regulations

The final plat meets all of the provisions of the subdivision code, in that it was prepared by a registered surveyor and includes all the applicable information found in section 11-5-1(C).

2. Compliance with the King Soopers PDO and Site Development Plan (SDP)

Zoning standards established with the PDO including setbacks, floor area ratios and open space are unaffected with the proposed final plat, which are calculated for the overall site, rather than on individual lots.

Access and parking within the shopping center will not be impacted by the final plat because a cross access and parking easement is established in Note #8 on the final plat allowing for each property to have full access to the overall shopping center site.

3. Compliance with the Comprehensive Plan

At the time that the King Soopers PDO Plan was approved, the city found that the proposed development complied with the Comprehensive Plan.

4. Compliance with existing and proposed development

The final plat is consistent with the underlying King Soopers PDO and SDP plans, which represent a unified site design for the shopping center including floor area ratio, setbacks and open space.

5. Comments from affected agencies

The city received referral comments from Xcel Energy stating it has no concerns with the proposed minor subdivision.

STAFF RECOMMENDATION:

Community Development and Public Works staff finds that the final plat for the Broadmoor Seventh Filing Minor Subdivision conforms to the requirements of the city's subdivision regulations, the King Soopers PDO Plan, the City of Littleton Comprehensive Plan and utility requirements. Therefore, staff recommends approval of the final plat.

PROPOSED MOTION:

I move to approve the resolution approving the final plat for the Broadmoor Seventh Filing Minor Subdivision.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 41**

4
5 **Series, 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO,**
9

10
11 **WHEREAS**, on December 9, 2013, the city council approved the King Soopers
12 Planned Development Overlay;

13
14 **WHEREAS**, the purpose of the replat is to subdivide the property into three lots;

15
16 **WHEREAS**, staff's review of the replat confirmed compliance with title 11 of
17 the Littleton City Code, other applicable regulations, the comprehensive plan, existing and
18 proposed development and comments from affected agencies;

19
20 **WHEREAS**, the director of community development and the director of public
21 works have certified that the replat complies with accepted engineering principles and the
22 ordinances of the city, and the replat has been approved as to form by the city attorney; and

23
24 **WHEREAS**, the city council find that the proposed replat is in the best interest of
25 the city and promotes the public health, safety and welfare;

26
27
28 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
29 **THE CITY OF LITTLETON, COLORADO, THAT:**
30

31 The final plat for the Broadmoor Seventh Filing Minor Subdivision, a replat of a part of
32 Block 3, Broadmoor Sixth Filing, is hereby approved.
33

34
35 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
36 City Council of the City of Littleton, Colorado, on the 1st day of November, 2016, at 6:30 p.m. at
37 the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

38 **ATTEST:**
39

40
41 _____
42 Wendy Heffner
43 CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman

ACTING CITY ATTORNEY

100 W. LITTLETON BLVD.

City of Littleton

Staff Use Only

CASE NUMBER:

MIN15-0003

CASE PLANNER:

AM

Minor Subdivision Plat Final Plat OFFICIAL APPLICATION FORM

- Applications must be submitted directly to the Planning and Zoning Division in Community Development.

Project Name: King Soopers at Littleton Square

Pre-application Meeting Date: 8/7/2013

Property Address or General Location 100 W. Littleton Blvd. Littleton, CO 80120

Parcel Number (if existing at this time) _____

Size of Parcel in Acres _____

Applicant Information:

Name (print): Galloway & Company, Inc.

Contact (if different): Mike Cerbo

Mailing Address: 6162 S Willow Dr, Suite 350

City, State, Zip: Greenwood Village, CO 80111 Phone 303.770.8884

Cell: _____, Fax: _____ Email: mikecerbo@gallowayus.com

Signature: _____

Title Project Engineer

Date: 10/13/2015

Owner Information:

Name (print): Regency Centers, L.P. A Delaware Limited Partnership

Phone: 8480 E. Orchard Rd. Greenwood Village, CO 80111

E-mail: 303.300.5300 ericchikal@regencycenters.com

Engineering Consultant:

Name (print): Galloway & Company, Inc.

Phone: _____

E-mail: 6162 S Willow Dr., Suite 320, Greenwood Village, CO 80111

303.770.8884 mikecerbo@gallowayus.com

Note: This application may be subject to additional processing fees required by referral agencies such as Colorado Geological Survey and Denver Water. Please contact these agencies for information concerning their fees.

A complete application form must accompany the required materials on the attached check list. Submitting an incomplete application may cause a delay in processing. If you have any questions, please call the Community Development Department at 303-795-3748.

October 2012

October 9, 2015

Community Development Department
Planning Division
City of Littleton
2255 W. Berry Ave.
Littleton, CO 80120

RE: Property Owner Statement of Authorization
Littleton Square King Sopers Redevelopment – Arapahoe County Parcel No. 2077-15-3-12-005
("Property")

To Whom It May Concern:

Regency Centers L.P. as owner of the above-reference Property has no objection to King Sopers and Galloway and Company, Inc. ("Galloway") making a Minor Subdivision Plat application to the City of Littleton for the above referenced property and is authorized to act on behalf of Regency Centers L.P. as it pertains to this application.

King Sopers and Galloway are not authorized to execute any binding documents such as final plats, maps, Development Plans, or written agreements that would bind Regency Centers L.P.

This letter confirms that Regency Centers L.P. is the sole ownership of the Property and no other party's consent is required to represent said ownership for required development and permitting applications.

Regency Centers L.P.

By: [Signature]

Name: Eric A. Chokal

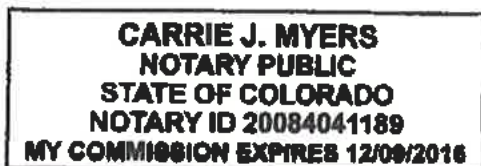
Its: Senior Project Manager

STATE OF Colorado)
) SS.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 12th day of October, 2015 by Eric A. Chokal as Sr. Project Manager of Regency Centers L.P.

Witness my hand and official seal.

My commission expires 12/09/2016



[Signature]
Notary Public

October 15, 2015

City of Littleton, CO – Community Development
Attn: Andrea Mimnaugh, Planning Manager
201 West 4th Street
Pittsburg, KS 66762

Re: Minor Subdivision Plat, Preliminary Plat – Broadmoor Seventh Filing - Letter of Intent

Dear Ms. Mimnaugh,

We are proposing a minor subdivision plat, which is a replat of a part of Block 3, Broadmoor sixth filing.

The purpose of the replat is to formally establish lots that align with the three (3) existing buildings on site; a multi-tenant building on Lot 1, the King Soopers grocery store on Lot 2 and the multi-tenant building on Lot 3.

Thank you for your time and consideration of this minor subdivision plat application, and we look forward to working with the city to address any comments or concerns that may arise prior to submitting for final plat and the application being considered by City Council.

Sincerely,
Galloway

Mike Cerbo, PE
Site Development Coordinator/Civil Project Engineer
MikeCerbo@gallowayUS.com

A REPEAT OF A PART OF BLOCK 3, BROADMOOR SIXTH FILING
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 1 OF 2

GENERAL NOTES.

CERTIFICATE OF DEDICATION AND OWNERSHIP

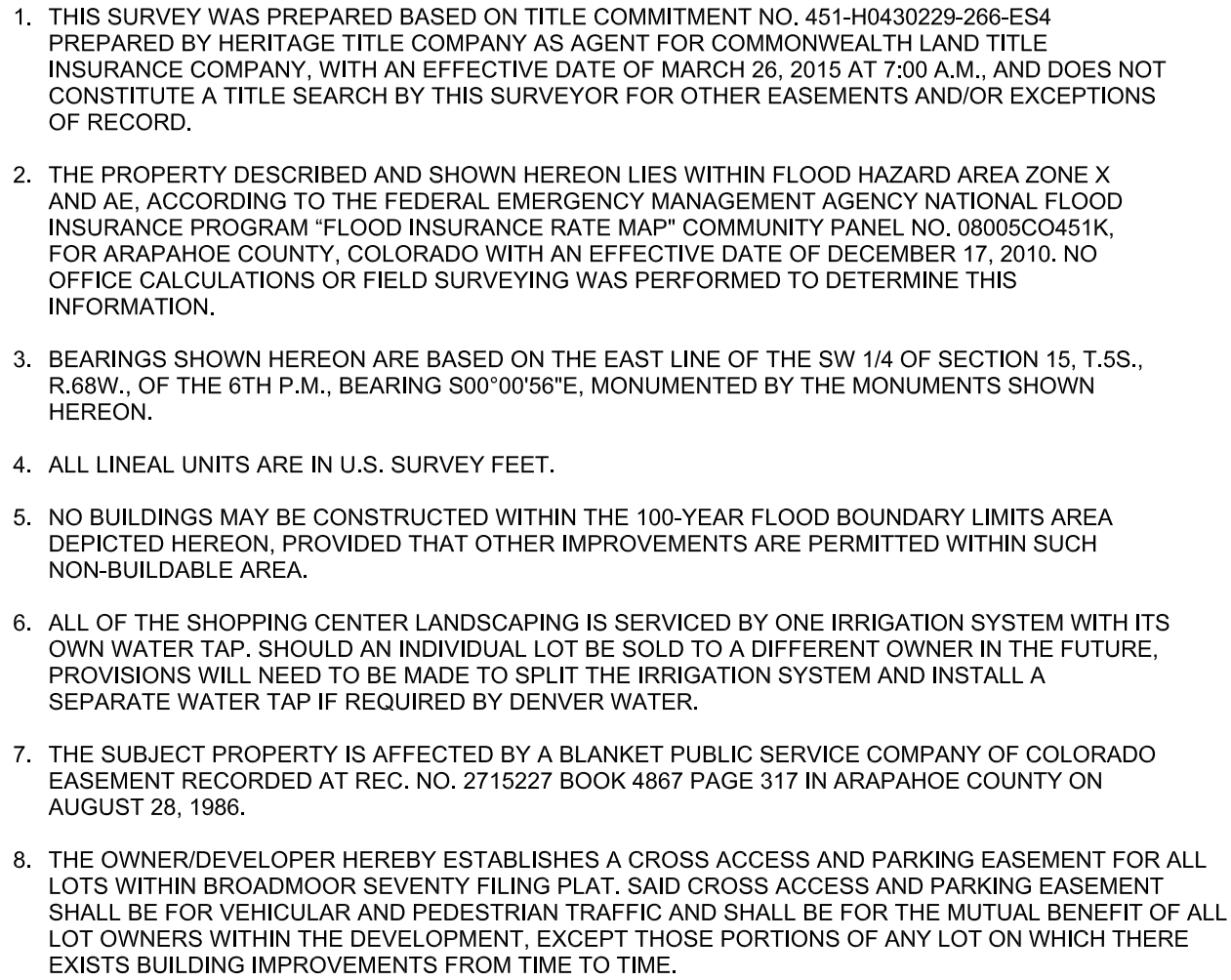
OWNER'S DEDICATION:

TITLE _____

NOTARY ACKNOWLEDGEMENT:

NOTARY PUBLIC

MY COMMISSION EXPIRES _____



SURVEYOR'S CERTIFICATE:

A circular seal with a rope-like border. The text "COLORADO REGISTERED" is at the top, "CHARLES N. BECKSTROM" is in the middle, "33202" is in the center, and "PROFESSIONAL LAND SURVEYOR" is at the bottom.

NOTICE.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.

CITY ATTORNEY APPROVAL

APPROVED AS TO FORM THIS ____ DAY OF _____, 20__.

LITTLETON CITY ATTORNEY

CITY COUNCIL CERTIFICATE

APPROVED THIS ____ DAY OF _____, 20____, BY THE LITTLETON CITY COUNCIL.

CITY COUNCIL PRESIDENT

ATTEST: _____
CITY CLERK

COMMUNITY DEVELOPMENT:

APPROVED THIS _____ DAY OF _____, 20____, BY THE DIRECTOR OF COMMUNITY DEVELOPMENT.

DIRECTOR OF COMMUNITY DEVELOPMENT

PUBLIC WORKS.

APPROVED THIS _____ DAY OF _____, 20____, BY THE DIRECTOR OF PUBLIC WORKS.

DIRECTOR OF PUBLIC WORKS

RECORDER'S CERTIFICATE:

THIS PLAN OR PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND
RECORDER OF ARAPAHOE COUNTY AT ____ (A.M./P.M.) ON THE ____ DAY OF _____ A.D., 20 ____
IN BOOK _____, PAGE _____, RECEPTION NO. _____

COUNTY CLERK AND RECORDER

DEPUTY CLERK

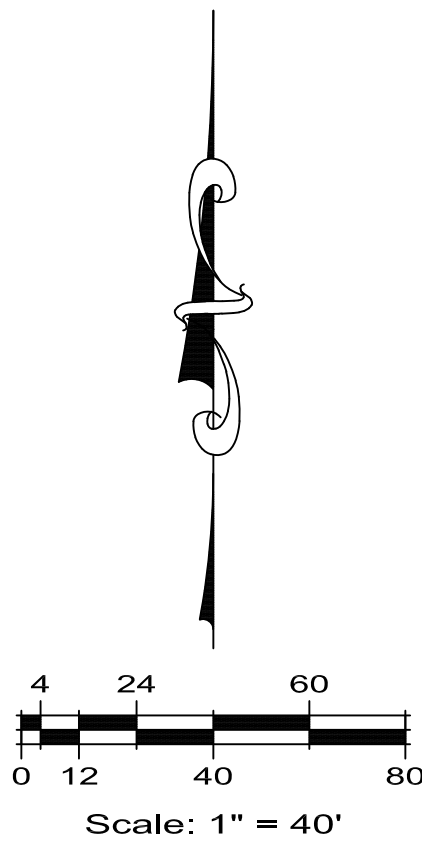
ENGINEERING SERVICE COMPANY
 ENGINEERS – SURVEYORS – PLANNERS
 Creative Solutions Since 1964
 1300 South Potomac Street, Suite 126, Aurora, Colorado 80012
 Office (303) 337-1393 Fax (303) 337-7481
www.engineeringserviceco.com

Drawer No.: E-755	Date of Preparation: 04/07/2015	Date of Last Revision: 06/20/2016
-----------------------------	---	---

BROADMOOR SEVENTH FILING

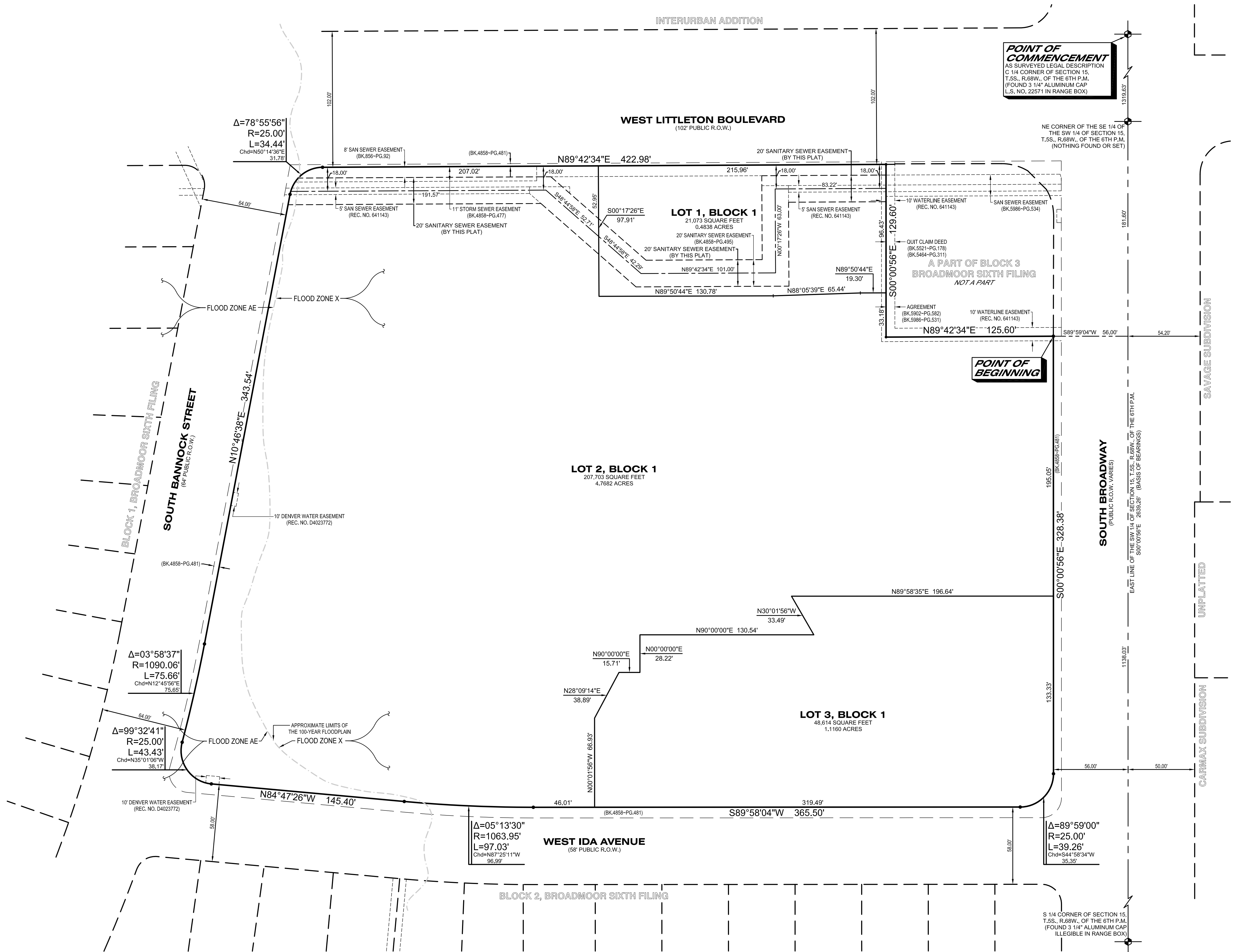
A REPLAT OF A PART OF BLOCK 3, BROADMOOR SIXTH FILING
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 2 OF 2

5(j)



LEGEND

- SECTION LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- ADJACENT R.O.W. DEDICATIONS
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED EASEMENT CENTERLINE
- FLOODPLAIN LIMITS
- SET 5/8"x24" PIN & 1 1/4" YELLOW PLASTIC CAP OR NAIL & 1 1/4" BRASS TAG L.S. NO. 33202 UNLESS NOTED OTHERWISE



ENGINEERING SERVICE COMPANY
ENGINEERS - SURVEYORS - PLANNERS
Creative Solutions Since 1954
1300 South Platte Street, Suite 120, Aurora, Colorado 80012
Office (303) 337-1393 Fax (303) 337-7481
www.engnsrv.com

Drawer No.: E-755	Date of Preparation: 04/07/2015	Date of Last Revision: 08/20/2016
-------------------	---------------------------------	-----------------------------------





City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

5(k)

File #: ID# 16-259, Version: 1

Agenda Date: 11/01/2016

Subject:

Certification of the October 18, 2016 regular meeting minutes

Presented By: Wendy Heffner, City Clerk

RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the October 18, 2016 regular meeting of the Littleton City Council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

PROPOSED MOTION:

I move to approve, based on the city clerk's certification, the October 18, 2016 video as the minutes for the October 18, 2016 regular meeting of the city council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes

City Council

Tuesday, October 18, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

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

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

Carol Brzeczek - Colorado State Archives definition of minutes / How to make a presentation to Council over 3 minutes

Pam Chadbourne - Amend October 4, 2016 minutes to reflect pro/con on issues

5. Consent Agenda Items

- b) [Ordinance 22-2016](#) An ordinance on second reading establishing the tax levy of 6.662 mills to defray the costs of municipal government of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the city's fiscal year beginning January 1, 2017 and ending December 31, 2017.
approved
- d) [Resolution 58-2016](#) A resolution adopting the Aspen Grove Business Improvement District 2017 Operating Plan and Budget
approved
- e) [ID# 16-246](#) Motion to amend the contract with Waters & Company to include recruitment for a city attorney
approved

- f) [Resolution 46-2016](#) A resolution of the City Council of the Littleton City of Littleton, Colorado, approving the City of Littleton Title VI Plan
approved

Approval of the Consent Agenda

Council Member Cernanec moved and Mayor Pro Tem Brinkman seconded to approve consent agenda items 5(b), 5(d), 5(e) and 5(f). The vote is 7-0. The motion carries unanimously.

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

Items Removed From Consent Agenda

- a) **Ordinance 21-2016** An ordinance on second reading to be known as the "Annual Appropriation Bill", adopting the annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2017 and ending December 31, 2017.

Item 5 (a) was removed from the consent agenda by Council Member Clark

Council Member Cernanec moved and Council Member Cole seconded to adopt on first reading the ordinance to be known as the "Annual Appropriation Bill," adopting the annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2017 and ending December 31, 2017, and to schedule a public hearing for November 1, 2016, at 6:30 pm., with the amendment to direct staff to provide additional information as directed by Council. The vote is 6-1, with Council Member Clark voting no. The motion carries.

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

Nay: 1 - Council Member Clark

- c) **Ordinance 24-2016** An ordinance on first reading approving the modification of the Term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services.

Item 5 (c) was removed from the consent agenda by Council Member Clark

Council Member Cole moved and Council Member Valdes seconded to pull item 5(c) from the agenda. The vote is 7-0. The motion carries unanimously.

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

- g) [ID# 16-245](#) Certification of the October 4, 2016 regular meeting minutes

Item 5 (g) was removed from the consent agenda by Council Member Clark

Mayor Pro Tem Brinkman moved and Council Member Hopping seconded I move to approve, based on the city clerk's certification, the October 4, 2016 video as the minutes for the October 4, 2016 regular meeting of the City Council. The vote is 6-1, with Council Member Clark voting no. The motion carries.

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

Nay: 1 - Council Member Clark

6. Ordinances for Second Reading and Public Hearing

7. General Business

8. Public Comment

Jeannie Erickson - Urban Renewal

Pam Chadbourne - Columbine Square ownership

Carol Brzezczk - Increments paid out of 2016 budget

9. Comments / Reports

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

10. Adjournment

Mayor Beckman adjourned the meeting at 7:37 p.m.

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



File #: Ordinance 21-2016, Version: 3

Agenda Date: 11/01/2016

Subject:

An ordinance on second reading to be known as the "Annual Appropriation Bill", adopting the annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2017 and ending December 31, 2017.

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does council approve the 2017 annual appropriation ordinance, adopting the annual budget for the City of Littleton?

BACKGROUND:

During the 2017 budget review process, council considered 21 Policy Questions (PQs). The following are changes to the 2017 proposed budget due to council direction or other adjustments.

General Fund Revenues:

The city recently received 2016 (to be collected in 2017) estimated assessed values from Arapahoe, Douglas, and Jefferson Counties. These assessed value estimates decreased 2017 tax collections by \$126,000.

Due to the assessed value changes, fire partner (contract reimbursements) revenues increased by \$4,990.

Due to fire department expenditure changes as outlined below, fire partner (contract reimbursement) revenues decreased by \$64,360.

2017 total revenues decreased by \$185,370.

General Fund Expenditures:

The city council approved a PQ1 addendum of \$95,500 for the fire department related to holiday hour compensation. There were two corrections (reductions) to fire department expenditures related to personal protective equipment (01-222-7447) of \$96,000 and vehicle maintenance (01-222-7551) of \$85,000.

The city council did not approve PQ2 related to Place-Making grants of \$25,000.

The city council did not approve PQ7 related to audio visual engineering contracted services of \$60,000.

The public works department withdrew PQ14 related to increasing personnel hours of \$14,990.

The city council reduced the contribution level of not-for-profit sponsorships by \$3,500 in PQ21.

On first reading of this ordinance, council directed staff to add an appropriation estimate for a possible 2017 sales tax increment payable to LIFT, pending council action on 12/6/16. This is a contingency amount in case one or more of the urban renewal areas are still active. The 2017 estimated liability is \$120,000.

The \$75,000 General Fund transfer to the Geneva Village Fund for emergency gas line repairs will be completed in 2016 and removed from 2017 expenditures.

2016 expenditure year-end estimates will increase by \$189,040 due to the Geneva Village transfer and the \$114,040 for LIFT (sales tax increment) payment. This reduces the 2017 General Fund beginning fund balance by \$189,040.

Total 2017 expenditures decreased by \$143,990.

These changes will result in 2017 lower estimated General Fund ending fund balance of \$230,420 and is 16.4% of the 2017 operating expenditures:

2017 proposed ending fund balance:	\$10,284,980
Beginning fund balance reductions from 2016	(189,040)
Revenue reduction	(185,370)
Expenditure reduction	<u>143,990</u>
2017 revised General Fund ending fund balance	\$10,054,560

Capital Projects Fund Revenues:

Interfund loan payments increased 2017 beginning fund balance by \$893,000.

The 2017 fire partner contract reimbursements were decreased by \$26,160 due to the deferral of cot replacement (\$37,360).

Interfund interest revenues were increased by \$7,100 in 2016 and \$8,780 in 2017 for interfund loan payments from Impact Fee funds.

Capital Projects Fund Expenditures:

The fire department cot replacement of \$37,360 was deferred.

The city council approved staff's recommendation to fund street rehabilitation by an additional \$400,000 and traffic signals by an additional \$100,000.

The 2017 Capital Projects Fund ending fund balance increased by \$420,080:

2017 proposed ending fund balance:	\$10,745,650
Beginning fund balance increases from 2016	900,100
Revenue reduction	(17,380)
Expenditure increase	<u>(462,640)</u>
2017 Revised Capital Projects Fund ending fund balance	\$11,165,730

Geneva Village Fund Expenditures:

The gas line repair project of \$75,000 was completed in 2016 and will be removed from 2017 expenditures. The revised appropriation is \$133,000; this has no effect on fund balance.

Open Space Fund

A request is now being made for the South Platte River project for planning, engineering and permitting of in-river improvements at Riverside Downs and Reynolds Landing with the Army Corps of Engineers. It is likely the city's funds will be leveraged with other South Platte Working Group partners' funds to assist in funding the permitting process. The request is \$50,000 and would reduce the 2017 ending fund balance to \$229,120.

Impact Fee Funds

Due to the interfund loan payments as described in the Capital Projects Fund, there will be \$8,780 added to 2017 appropriations.

In addition, \$7,100 interfund interest will be paid in 2016 and there was an error of \$1,705,560 shown as "Transfers In" in the "Other Financing Sources" in the 2017 Proposed Budget document.

The overall change to the 2017 estimated Impact Fee Fund ending fund balance is a reduction of \$1,721,440 to \$3,097,010.

STAFF ANALYSIS:

The city's executive team thoroughly reviewed and developed the 2017 budget.

FISCAL IMPACTS:

The policy questions and budget were reviewed by council over three nights and information is available at the Bemis Public Library, the City of Littleton website and the City Clerk's Office for public review.

STAFF RECOMMENDATION:

Staff recommends approving the 2017 annual appropriation ordinance on second reading.

PROPOSED MOTION:

I move to adopt on second reading the ordinance to be known as the "Annual Appropriation Bill," adopting the annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2017 and ending December 31, 2017.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 21

Series, 2016

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, TO BE KNOWN AS THE "ANNUAL APPROPRIATION BILL", ADOPTING THE BUDGET FOR ALL MUNICIPAL PURPOSES OF THE CITY OF LITTLETON, COUNTIES OF ARAPAHOE, DOUGLAS, AND JEFFERSON, STATE OF COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017.

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

Section 1: There shall be and is hereby appropriated from and out of the general revenues derived from taxation in the City of Littleton, Colorado, to be obtained from the mill levy of 6.662 mills on each dollar of valuation of all taxable property within said City, and heretofore levied, and from franchises, licenses, fees, fines, grants, surplus and other sources of money or revenue of said City during the fiscal year commencing January 1, 2017, the following sums of money are deemed necessary to satisfy the expenses and liabilities of said City for said fiscal year. The sum or sums of money so appropriated for the various funds of the City are:

<u>FUND</u>	<u>EXPENDITURES</u>
General Fund	\$62,603,040
Conservation Trust Fund	190,000
Consolidated Special Revenue Fund	677,350
Grants Fund	1,085,750
Open Space Fund	1,499,770
Impact Fee Fund	8,780
Capital Projects Fund	9,029,410
South Metro Communication Center Fund	1,614,060
Geneva Village Fund	133,000
Employee Insurance Fund	9,421,440
Property & Liability Insurance Fund	940,120
<u>TOTAL</u>	<u>\$87,202,720</u>

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 October, 2016, passed on first reading by a vote of _ FOR and _ 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 November, 2016, in the Council Chambers, 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 November, 2016, and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Ken S. Fellman
ACTING CITY ATTORNEY

This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday November 1, 2016

SUBJECT: An ordinance on second reading to be known as the “Annual Appropriation Bill”, adopting the annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2017 and ending December 31, 2017

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

6(b)

File #: Ordinance 22-2016, Version: 2

Agenda Date: 11/01/2016

Subject:

An ordinance on second reading establishing the tax levy of 6.662 mills to defray the costs of municipal government of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the city's fiscal year beginning January 1, 2017 and ending December 31, 2017.

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does council support the proposed 2016 tax (mill) levy ordinance for the City of Littleton (to be collected in 2017)?

BACKGROUND:

The mill levy rate remains the same as last year at 6.662 mills.

STAFF ANALYSIS:

Property taxes represent 8% of General Fund revenues that fund city operations.

FISCAL IMPACTS:

The tax (mill) levy provides for the assessment and collection of property taxes. The estimated amount of property tax revenues presented in the 2017 proposed budget was \$4,949,000. A more recent estimate from the counties of \$4,823,000 is \$126,000 lower than the proposed budget estimate.

STAFF RECOMMENDATION:

Staff recommends approving the 2016 tax (mill) levy ordinance on first reading.

PROPOSED MOTION:

I move to adopt on second reading the ordinance establishing the tax levy of 6.662 mills to defray the costs of municipal government of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the city's fiscal year beginning January 1, 2017 and ending December 31, 2017.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 22**

4
5 **Series, 2016**

6
7
8 **INTRODUCED BY COUNCILMEMBERS:**

9
10 **AN ORDINANCE OF THE CITY OF LITTLETON,**
11 **COLORADO, ESTABLISHING THE TAX LEVY OF 6.662**
12 **MILLS TO DEFRAY THE COSTS OF MUNICIPAL**
13 **GOVERNMENT OF THE CITY OF LITTLETON,**
14 **COUNTIES OF ARAPAHOE, DOUGLAS, AND**
15 **JEFFERSON, STATE OF COLORADO, FOR THE CITY'S**
16 **FISCAL YEAR BEGINNING JANUARY 1, 2017 AND**
17 **ENDING DECEMBER 31, 2017.**

18
19
20 **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF**
21 **LITTLETON, COLORADO, THAT:**

22
23 **Section 1:** For the purposes of defraying expenses of municipal government
24 for the City of Littleton, Colorado for the fiscal year beginning January 1, 2017, and ending
25 December 31, 2017, there is hereby levied a tax of 6.662 mills upon each dollar of total assessed
26 valuation of the taxable property, whether real, personal, or mixed, so situated within the City of
27 Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado.

28
29 **Section 2:** The 6.662 mills are levied for the following purposes:

30	General Government	6.662 mills
31	Debt Service	<u>0.000</u>
32		
33	TOTAL	6.662 mills
34		

35 **Section 3:** To the effect and purpose that said levy mentioned herein may be
36 properly apportioned and billed, the city clerk of the City of Littleton is hereby authorized and
37 directed to notify the county commissioners of the Counties of Arapahoe, Douglas, and
38 Jefferson, State of Colorado, of the adoption and passage of this ordinance, and to certify to such
39 officials the levy herein set forth.

40
41 **Section 4:** Severability. If any part, section, subsection, sentence, clause or
42 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
43 validity of the remaining sections of this ordinance. The city council hereby declares that it
44 would have passed this ordinance, including each part, section, subsection, sentence, clause or
45 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
46 clauses or phrases may be declared invalid.

47
48 **Section 5:** Repealer. All ordinances or resolutions, or parts thereof, in
49 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the

1 repealer clauses of such ordinance nor revive any ordinance thereby.

2
3
4 INTRODUCED AS A BILL at a regularly scheduled meeting of the city council

5 of the City of Littleton on the 18th day of October, 2016, passed on first reading by a vote of __

6 FOR and __ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the

7 Municipal Courthouse and on the City of Littleton Website.

8 PUBLIC HEARING on the Ordinance to take place on the 1st day of November,

9 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,

10 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

11 PASSED on second and final reading, following public hearing, by a vote of _____FOR

12 and _____ AGAINST on the 1st day of November, 2016, and ordered published by posting at

13 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

14 ATTEST:

15 _____
16 Wendy Heffner
17 CITY CLERK

Bruce O. Beckman
MAYOR

18
19 APPROVED AS TO FORM:

20
21 _____
22 Ken S. Fellman
23 ACTING CITY ATTORNEY
24
25

This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday November 1, 2016

SUBJECT: An ordinance on second reading establishing the tax levy of 6.662 mills to defray the costs of municipal government of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the city's fiscal year beginning January 1, 2017 and ending December 31, 2017

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				



File #: ID# 16-256, Version: 1

Agenda Date: 11/01/2016

Subject:
Windermere Street Traffic Calming

Presented By: Mark Relph, Public Works and Utilities Director

POLICY QUESTION:

Does city council support installing traffic circles to control speeding on Windermere Street?

BACKGROUND:

The city has an adopted Neighborhood Traffic Management Program (NTMP) to address faster and higher volumes of traffic in residential neighborhoods. In 2010, Windermere Street residents petitioned the city to install two traffic circles to control speeding vehicles in the area south of Ridge Road and renewed that petition in April, 2016. The NTMP states that city council approval is required for the installation of traffic circles.

According to the NTMP, "Neighborhood support for any Stage 3 Traffic Management Project must be demonstrated by the neighborhood. The boundaries of the neighborhood required for approval of Stage 3 projects will be defined by the city. A minimum of 75% of the neighborhood shall approve any Stage 3 project. Before a Stage 3 project is presented to City Council, the neighborhood must demonstrate 75% acceptance."

The city also requires 100% signed approval from residents immediately adjacent to the proposed traffic calming devices.

The attached petitions indicate the required support for the installation of traffic circles on Windermere Street. Since this was presented to council several years ago, the neighbors have completed a second set of petitions dated April, 2016 that includes new owners since the first petition was completed.

Several years ago, the city met with residents of South Windermere Street concerning motorists speeding on the street. In accordance with the NTMP, city staff placed a portable speed control sign on the street to remind motorists of the posted speed limit and alert them of their actual speed. This is Stage 1, Education. Staff reviewed all existing traffic signs and markings to make sure they were properly located and visible. The Police Department was alerted to the complaints about speeding and traffic enforcement was initiated; this is typical for Stage 2, Enforcement.

Staff conducted speed and volume counts in 2009, 2012, and 2016. The table below shows the results of the counts. The NTMP states that 30% of the vehicles must exceed the speed limit (30 mph on Windermere) by 5 mph or more to qualify for traffic calming. The policy also states that volume should be between 500 and

3,000 per day. The NTMP also says that collector streets in the vicinity of schools, parks, and other high pedestrian use areas shall be considered for these projects. In this case the locations are near Heritage High School and the Lee Gulch Trail.

Year	Volume Counts			Speeds			
	NB	SB	Total	NB	SB	85%	% 35 mph or >
2009	1,810	1,886	3,696	35	34	34.5	
2012	1,710	1,662	3,372	35	37	36.5	
2015-1	1,853	1,903	3,756	38	34	36	31
2015-2	1,646	1,616	3,262	37	35	36	31

- 1- Windermere south of Briarwood Avenue
- 2- Windermere south of Costilla Place

The counts were completed on a weekday while school was in session. These traffic volumes would be considered normal for a collector street accessing the high school. While the daily volumes do exceed the NTMP criteria range, the roadway performs as a collector with less than 3,000 vehicles except for a few hours of concentrated high school related traffic. The speed data shows the minimum 30% of vehicles exceeding the speed limit by 5 mph was satisfied.

Two residents of the area, Rachel Miller and Stephanie Thomas, circulated petitions requesting the city install traffic circles on Windermere at Southridge Way (south) and Davies Avenue. They have obtained the required number of signatures to bring this request forward to council.

Traffic circles also currently exist in the city on: Gallup Street, Elati Street, Caley Avenue, Powers Avenue and Blue Sage Drive.

STAFF ANALYSIS:

The NTMP does explain how a neighborhood can proceed with traffic calming: Step 1 is Education, Step 2 is Enforcement, and Step 3 is Engineering. The goal is to encourage motorists to drive at or near the speed limit (30 mph) and be aware they are in a residential neighborhood and the vicinity of a trail crossing and near a school.

The neighborhood identified for this proposal is along both sides of Windermere Street, from Ridge Road to Geddes Avenue. Some residents have requested the city expand the neighborhood to include properties on the intersecting streets; however, in all past traffic calming projects the neighborhood only included residences on the street where the proposed installation was to occur. As an example, when the city completed the Caley Avenue traffic circle, only properties with frontage on Caley were included in the neighborhood; therefore, any property that fronted Windermere is included in this neighborhood. This is true even if the house does not face or have access to Windermere Street.

It has been staff's experience over the completion of nine traffic circles and numerous speed hump projects that

most residents who do not live on the primary affected street do not want the traffic calming improvement. This is a typical response as they will not benefit from the placement of the traffic circles; however, they will be required to negotiate them as they travel on Windermere Street.

FISCAL IMPACTS:

Staff estimates the cost to install the proposed traffic circles is \$40,000 including landscaping by the Grounds Division.

The 2016 Budget does not include funds specific for Traffic Calming. The city does have funds in the capital projects Bridge Repair account that are not obligated. This account has \$50,000 budgeted in 2016, of which approximately \$10,000 will be used on design work for a 2017 project(s) leaving the remainder for traffic calming.

STAFF RECOMMENDATION:

The petitioners have followed the procedures in the Neighborhood Traffic Management Program (Traffic Calming Toolkit). The signatures represent support from more than 75% of the neighborhood residents and 100% of those persons directly affected by the installation of the traffic circles.

Attached are petitions, letters, and emails from the residents along Windermere and a map showing who does and does not support the circles. The traffic conditions were found to satisfy the NTMP criteria for consideration of traffic calming devices.

Staff recommends approval of the traffic circles for South Windermere Street.

PROPOSED MOTION:

I move to approve the installation of traffic circles on Windermere Street at Southridge Way and at Davies Avenue.

APR 04 2016

CITY OF LITTLETON
PUBLIC WORKS

Traffic Calming on Windermere south of Ridge Road

Petition

For safety and traffic calming purposes the Windermere Street neighborhood is proposing traffic calming measures on S. Windermere Street. These measures include traffic circles at the south intersection of Southridge Way and Windermere, and at the intersection of Davies and Windermere.

The proposed traffic circles and over all traffic calming has been developed and analyzed in conjunction with Charles Bolsten and Tim Weaer from the City of Littleton. Both are in the traffic safety and public services side of The City of Littleton. Prior to presentation to the city council, your input is required.

Name: Pat Iverson

Address: 6789 S. Windermere St.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: [Signature]

Date: 3.9.16

Name: MARY BESCHER Name: _____

Address: 6810 S. WINDERMERE ST.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: [Signature]

Date: 4/3/16

Address: _____

I (Favor) ☐ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: _____

Date: _____

Traffic Calming on Windermere south of Ridge Road

Petition

For safety and traffic calming purposes the Windermere Street neighborhood is proposing traffic calming measures on S. Windermere Street. These measures include traffic circles at the south intersection of Southridge Way and Windermere, and at the intersection of Davies and Windermere.

The proposed traffic circles and over all traffic calming has been developed and analyzed in conjunction with Charles Bolsten and Tim Weaer from the City of Littleton. Both are in the traffic safety and public services side of The City of Littleton. Prior to presentation to the city council, your input is required.

Name: Stephanie & Derek Thomas

Address: 6847 S. Windermere St.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: [Signature]

Date: 3/12/16

3-12-16

Name: Robin & Bryan Austin

Address: 6817 S. Windermere St

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: [Signature]

Date: 3/13/16

Name: WDA LBN

Address: 6821 S. Windermere St.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: [Signature]

Date: 3/13/16

Name: Kari May

Address: 1606 W Dunes Ave

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: Kari May

Date: 3/13/16

Name: JOSH & MELONY SELLHART

Address: 683 FRONT RANGE RD.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: [Signature]

Date: 3/13/16

Name: Kim & Loren Connell

Address: 1597 W. Meadowbrook Rd.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: Kim Connell

Date: 3/13/16

Name: Blake Cozart

Address: 1598 W. Meadowbrook Rd.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: Blake Cozart

Date: 3/13/16

Name: Camelia Bui

Address: 7087 S Windermere St.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: [Signature]

Date: 3/13/16

and about
of Meadowbrook
Windermere

Name: Heather Hayside

Address: 7127 S Windermere St

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: [Signature]

Date: 3-13-16

Name: Randall Cherry 703-244-2849

Address: _____

I (Favor) ☐ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: _____

Date: _____

Owner out of Town

Name: _____

Address: 7097 S Windermere St.

I (Favor) ☐ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: _____

Date: _____

Name: Esther Cho

Address: 7128

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: [Signature]

Date: 4/3/16

Name: Amalia Tran

Address: 6837 S Windermere

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for S. Windermere Street

Signature: [Signature]

Date: 3-20-16

Name: JACK ARGYLE TAMMY ARGYLE

Address: 7029 S. WINDERMERE ST

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for
S. Windermere St.

Date: 4/3/16

Not Needed

City of Littleton

Council Communication

Date	Agenda No.	Subject
3/10/10	9(a)	Windermere Street Traffic Calming

Initiated By:	Windermere Street Resident, Rachel Miller
Action Proposed:	Approval of Traffic Circles
Presented By:	Charles Blosten, Public Services Director and Craig Faessler, Traffic Engineer

INTRODUCTION

The City has an adopted Neighborhood Traffic Management Program (NTMP) to address faster and higher volumes of traffic in residential neighborhoods. Recently, some Windermere Street residents have petitioned the city to install two traffic circles to control speeding vehicles in the area south of Ridge Road. Traffic circles currently exist in the city on: Gallup Street, Elati Street, Caley Ave., Powers Ave. and Blue Sage Dr.

According to the NTMP, "Neighborhood support for any Stage 3 Traffic Management Project must be demonstrated by the neighborhood. The boundaries of the neighborhood required for approval of Stage 3 projects will be defined by the city. A minimum of 75% of the neighborhood shall approve any Stage 3 project. Before a Stage 3 project is presented to City Council, the neighborhood must demonstrate 75% acceptance."

We also require 100% sign-off from residents immediately impacted by the proposed traffic calming devices.

The attached petitions indicate there is the required support for the installation of traffic circles on Windermere Street, as requested.

HISTORY AND FACTS

Several months ago, the city met with a resident of South Windermere Street concerning motorists speeding on the street. In accordance with the NTMP, the city staff placed a portable speed control sign on the street to remind motorists of the posted speed limit and alert them of their actual speed. This is Stage 1, Education. We also reviewed all existing traffic signs and markings to make sure they were properly located and visible. The Police Department was alerted to the complaints about speeding and traffic enforcement was initiated; this is typical for Stage 2, Enforcement.

The staff did traffic counts and speed studies to determine if a speeding problem actually existed at this location. According to staff analyses, the volume on Windermere ranged from 3691 to 3696; this is for 2-way traffic during a 24 hour period. The counts were done on a weekday in December while school was in session. These traffic volumes would be considered normal for a collector street accessing the high school.

During the study period, it was determined many motorists were exceeding the posted speed limit (30 MPH). On 12/15/2009, there were 153 people out of a total of 1886 driving over 35 MPH (northbound only); on 12/16, there were 152 exceeding 35 MPH (NB). On 12/16, 360 cars were clocked at more than 35 MPH (SB).

Date	Agenda No.	Subject
3/10/10	9(a)	Windermere Street Traffic Calming

Ms. Rachel Miller has circulated petitions requesting the city to install traffic circles on Windermere at Southridge Way (south) and Davies Ave. She has enough signatures to bring this request forward to the Council.

FINANCIAL DETAILS

Staff estimates the cost to install the proposed traffic circles is \$15,000. Landscaping would be an additional cost of \$600, automatic irrigation would not be provided.

The 2010 Budget does not include any money for Traffic Calming. Due to cost containment budgetary measures instituted this year, we do not have adequate funds in the Special Projects/Capital Improvement Budget. If approved, the staff proposes to present a Contingency Transfer Resolution to Council at the next regular meeting on April 6th.

LEGAL OPINION

The City Attorney does not typically get involved in this matter.

CONFLICTS AND/OR COMPLICATIONS

This proposal has generated a great deal of discussion among the neighborhood. Copies of all correspondence are included with this communication.

The city's approved NTMP does explain how a neighborhood can proceed with traffic calming: Step 1 is Education; Step 2 is Enforcement and Step 3 is Engineering. The goal is to encourage motorists to drive at or near the speed limit (30) and be aware they are in a residential neighborhood.

The neighborhood identified for this proposal is along both sides of Windermere Street, from Ridge Road to Geddes Ave. Some people believe we should have expanded the neighborhood to include properties on the intersecting streets. However, in all past traffic calming projects, the neighborhood only included residences on the street where the proposed installation was to occur. For example, when we did the Caley Ave. traffic circle, only properties "touching" Caley were included in the neighborhood. So, any property that touched Windermere is included in this neighborhood; even if the house does not face or have access to Windermere Street.

Our experience over the years of doing nine traffic circles and numerous speed humps indicates that most residents who do not live on the primary affected street do not want the traffic calming improvement. This is a perfectly normal response, as they will not benefit from the placement of the traffic circles; but, they will be required to drive around them as they travel on Windermere Street.

Date	Agenda No.	Subject
3/10/10	9(a)	Windermere Street Traffic Calming

Rather than restate all of the issues with this proposal, I think the letters speak for themselves. In an effort to utilize the latest electronic concepts for allowing residents to "weigh in" on this project, an e-mail address was created to receive comments from residents, even from those who are not part of the designated neighborhood.

CONCLUSION AND RECOMMENDATIONS

The petitioner has followed the procedures in the Neighborhood Traffic Management Program (Traffic Calming Toolkit). The signatures represent support from more than 75% of the neighborhood residents and 100% of those persons who would be directly affected by the installation of the traffic circles.

Staff recommends approval of the traffic circles for South Windermere Street.

SUGGESTED MOTION

I move the City Council approve the installation of traffic circles for Windermere Street at Southridge Way and at Davies Ave.; and, the staff is hereby directed to bring a Contingency Transfer Resolution for Council consideration on April 6, 2010.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

Traffic Calming on Windermere south of Ridge Road

PETITION

For safety and traffic calming purposes the Windermere street neighborhood is proposing traffic calming measures on Windermere Street. These measures include traffic circles at the south intersection of Southridge Way and Windermere and at the intersection of Davies and Windermere.

The proposed traffic circles and overall traffic calming has been developed and analyzed in conjunction with Charles Bolsten and Tim Weaver from the City of Littleton. Both are in the traffic safety and public services side of The City of Littleton. Prior to presentation to the city council, your input is required.

Name: Rachel Miller-Short

Address: 6740 S. Windermere St.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: Rachel Miller-Short

Date: 1/23/2010

Name: Ralph Silva

Address: 6696 S. Windermere St.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: Ralph Silva

Date: 1-23-10

Name: Colleen Schwartz

Address: 6681 S. Windermere St.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: Colleen Schwartz

Date: 1-23-10

Name: Karen Griebel
Address: 1606 W. Davies Ave

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]
Date: 1-23-10

Name: Corbin Sakdol
Address: 7019 S. Windermere St.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]
Date: 1/23/10

Name: RICK PONTAZA
Address: 7029 S. WINDERMERE ST

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]
Date: 1-23-10

Name: KIRK DOUGLAS
Address: 6797 S. WINDERMERE ST.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]
Date: 1/23/10

7100 S Windermere...

2/2/10-
Tried to obtain
Data with success

1/23/10 10:50am
no answer

1/27/10-1:15pm
Asked to leave not last

Name: KAREN LOYD

Address: 6733 S. WINDERMERE ST. 80120

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]

Date: 23 JAN 10

Name: LOREN SKUNDBERG

Address: 6758 S. WINDERMERE ST

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]

Date: 1-23-2010

Name: Joseph Miller

Address: 6840 S Windermere St

I (Favor) ☐ (Oppose) ☒ the traffic calming proposal for Windermere Street

Signature: [Signature]

Date: 1-27-2010

Name: Kelly Alcorn

Address: 11 Southridge Wy

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]

Date: 1/27/10

1/27 - In favor
of traffic calming but
opposed to budget allocation
to this in 2010

Name: Van Essen

Address: 7117 S. Windermere

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: Chelsea Van Essen

Date: Jan. 27, 2010

Name: Jessica Organ

Address: ~~8103 S. Windermere St~~ 7128 S. Windermere St

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: Jessica Organ

Date: 1/27/10

Name: LAURA GABRIEL

Address: 1599 W. COSTILLA PL.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: Laura C Gabriel

Date: 1-27-2010

Name: HENNY C MARSHALL

Address: 7039 S Windermere ST

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: Henny C Marshall

Date: 1/27/10

Name: JAMES J. WOZNIAK

Address: 1505 W. BRIARWOOD AVE

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]

Date: 1-27-10

Name: Kathryn M. Busti

Address: 1590 W. Briarwood Av

I (Favor) ☐ (Oppose) ☒ the traffic calming proposal for Windermere Street

Signature: Kathryn Busti

Date: 1/27/2010

Note: doesn't
feel comfortable
driving around
them.

Name: Mary Kimmett

Address: 520 Front Range Rd

I (Favor) ☐ (Oppose) ☒ the traffic calming proposal for Windermere Street

Signature: Mary Kimmett

Date: 1/27/10

Note: Wants
Skate boarders
addressed 1st

Name: Mike Hrus

Address: 7087 So Windermere

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]

Date: 1-27-10

Name: Fox Creek Bldes.

Address: 6837 S. WINDERMERE ST.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]

Date: 1/23/2010

Name: Craig Austin

Address: 6827 S. WINDERMERE ST.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]

Date: 1/23/10

Name: Craig Austin

Address: 6817 S. WINDERMERE ST.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]

Date: 1/23/10

Name: ALEXANDER HOMES, INC.

Address: 6847 S. WINDERMERE ST.

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: [Signature]

Date: 1/23/10

Name: Dick + Alice Goossen

Address: 7127 S Windermere St

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: Alice Goossen

Date: 1-30-10

Name: Shirley McDaniel

Address: 6789 S Windermere St

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: Shirley McDaniel

Date: 2-2-2010

Name: Christine Comandry

Address: 6810 S. Windermere St Littleton, CO 80120

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street
with concern about location.

Signature: Christine Comandry

Date: 1-3-2010

Name: Trujillo Residence

Address: 1405 W. Davies Ave

I (Favor) ☒ (Oppose) ☐ the traffic calming proposal for Windermere Street

Signature: Spoke with mother of Maryanne and she stated

Date: 1/3/10 they didn't care either way. The did state that they weren't opposed to the measures.

* On 1/3/10 - 3/194-3390 7:45pm
said they would like to only talk over the phone

from

February 2, 2010

Dear Littleton Resident,

As you are aware, Windermere Street south of Ridge Road is a main feeder street to/from Heritage High School and the adjoining neighborhoods. Currently, there is an average of 3600 motorists a day that drive Windermere south of Ridge. With that traffic count the safety of the people who travel, walk or live on Windermere should be a primary concern.

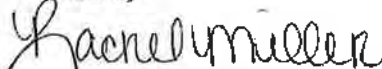
Recently the City of Littleton performed a traffic study on Windermere Street. Those results showed there are consistent speeding problems in both directions. That coupled with multiple residents on Windermere having had vehicles in their yard, mailboxes knocked over (due to traffic) and overwhelming concerns over traffic safety something needs to be done.

The solution being considered is traffic circles at two intersections (Windermere and Davies Place and Windermere and the Southridge Way, south). This solution would be similar to what was done on Elati Street north of Runyon School. These changes to Windermere Street will help slow down the traffic and implement the measures needed to make Windermere Street a safe street for those of us who live here and the pedestrians who use the sidewalk.

With over 95% support for these measures, we the residents who call Windermere Street home have the support necessary to take this solution to the Littleton City Council. Prior to that, we would like your input. To hear your thoughts we have created an email address you can use to voice your opinion. Please email windermerespeaks@aol.com with your comments and concerns.

When you respond please let us know if you desire additional information and we will be glad to email/respond back to you.

Thanks,



Rachel Miller

millerracheld@yahoo.com

Windermere Resident

City of Littleton

Public Services

2255 West Berry Avenue
Littleton, Colorado 80165
303-795-3863
FAX 303-795-3856

March 5, 2010

Resident
South Windermere Street
Littleton, CO 80120

Dear Windermere Street Resident:

As you may be aware, the City of Littleton has been requested to install two traffic circles on Windermere Street, south of Ridge Road. The proposed locations are at:

- Davies Ave. (not Davies Place, as was indicated in previous correspondence)
- Southridge Way, south

The city's *Neighborhood Traffic Management Program* permits residents to request that traffic calming measures be implemented on local and collector streets. The residents requesting traffic calming must submit a petition to the city indicating a minimum of 75% of the residents on the street support the proposal; and, 100% of the immediately affected residents where the proposed traffic calming devices are to be located support the plan.

The petitions have been submitted to the city and we will be presenting them to the City Council at their next regular meeting on March 16 (this meeting will begin at 8:00 p.m.). The Council will consider this matter and may approve the traffic circles and authorize the expenditure of \$15,000. If approved, the traffic circles would be installed later in the spring or summer.

You may attend the Council meeting, watch it on Comcast Channel 8 or view it on the Internet via the city's web cast service: (<http://www.littletongov.org/littleton8/default.asp>).

If you have any questions regarding this proposal or wish to submit written information for me to include with the staff report, contact me at: cblosten@littletongov.org or 303-795-3863.

Sincerely,



Charles Blosten
Public Services Director

Charles Blosten

From: Kelly Alcorn [kalcorn@rockymtndata.net]

Sent: Monday, March 08, 2010 8:03 PM

To: Charles Blosten

Subject: Windermere St. traffic

Mr. Blosten:

I am in receipt of Rachel Miller's letter regarding traffic on Windermere St. between Ridge Rd. and Heritage High School. In her letter, she quotes a figure of 3600 motorists per day traveling Windermere south of Ridge Rd. That number seems high to me. Did she obtain that figure from your department? Could you please tell me the method used to arrive upon the figure of 3600 motorists per day? Is that an actual vehicle count or does it pertain to the population of the area? I have a home office with a window facing Windermere and was surprised to see that figure. That translates to 150 motorists/hour in a 24-hour period. I would be interested in your response. Thanks.

Kelly Alcorn
303-794-9496
Kalco82857@aol.com

Charles Blosten

From: Tim Weaver
Sent: Monday, February 22, 2010 1:12 PM
To: Charles Blosten
Subject: FW: Windermere Road traffic circles
Follow Up Flag: Follow up
Flag Status: Red

From: Rob Beery [mailto:RBeery@millerweingarten.com]
Sent: Monday, February 22, 2010 12:53 PM
To: Tim Weaver
Subject: FW: Windermere Road traffic circles

Tim:

Thought we should copy you on our comments to windermerespeaks@aol.com regarding the letter we received from Rachel Miller, a local resident regarding the proposed traffic circles. We may be incorrect in our assumptions but wanted to make sure the comments were forwarded onto the City as well.

We just hope safety is the main concern and not personal property. I'm sure you are the expert on the success of these circles and will make the appropriate recommendation in any case.

Thank You

Rob and Amy Beery

From: Rob Beery
Sent: Monday, February 22, 2010 11:53 AM
To: windermerespeaks@aol.com
Subject: FW: Windermere Road traffic circles

We acknowledge the high speeds on Windermere, due likely in part to the downhill grades in both directions. We are not big fans of traffic circles on a heavily traveled street. The success on Elati is different in that it does not have as much traffic volumes as Windermere and is more likely driven by adults versus teenagers who will still try to race through an obstacle.

Have the engineers looked at the potential number of accidents at a traffic circle on a steep downhill grade street? Hopefully this does not create a more dangerous scenario for teenage drivers. I would rather lose my mailbox than see someone hurt in an accident. There is a big grade drop off along the west edge of the proposed Southridge Way circle. A guard rail would be appropriate if they intend to force a right turning movement going downhill southbound on Windermere. The northern portion of Windermere can also be very slippery with just a little snow or rain. I would think a traffic circle would be better located on a flat grade such as the intersection of West Davies Avenue.

We wish there was a better alternative. We have rarely seen a speed patrol car on Windermere issuing speeding tickets to alert the Heritage students? Maybe the city could make some money instead of spending it.

In any case Hopefully the City has learned to never again build a high school in the middle of residential area with inadequate access via a major arterial street. Elementary and middle schools make sense but not a high school.

Thank you

Rob and Amy Beery
1520 West Briarwood Avenue
Littleton, Co 80102

Bruce.stahlman@gmail.com
windermereSpeaks@aol.com
pjcernanec@aol.com
cblosten@littletongov.org

RE: Traffic Circles on Windermere

As residents of Littleton for some 45 years (32 years on Davies Place) we are most certainly against the concept of traffic circles on Windermere. Let's deal with reality.

Residents who chose to live on main feeder streets or near high schools have, by choice, opted for traffic safety issues. Drivers who exceed the speed limit on Windermere will do the same on any street in Littleton. All residents have, at some point, exceeded the speed limit. Don't kid yourself. This includes all residents who live on Windermere!

Spending excessive amounts of limited tax dollars on frivolous traffic circles is ridiculous. Duh! What about 3-way stop signs at one or two strategic intersections on Windermere at a tiny fraction of the cost of roundy-rounds. Front Range is the likely candidate OR Lee gulch could have a 2-way stop since we are accustomed to stopping there for pedestrians and bicyclists by law through existing signage.

These two simple solutions are conscious of cost and would divide the stretch from Ridge to Rangeview into approximate thirds.

Hundreds of thousands of dollars have already been spent on traffic calming around Heritage high with questionable success. Citing a similar example like traffic circles....when you take a close look at the speed control on Rangeview where a very expensive project made a curly-cue out of a perfectly straight street, you will still see excessive speed by those who don't observe speed limits anywhere they drive. Some drivers straighten out the street by ignoring the double yellow line. There is property damage like the concrete curbing at Rangeview and Prince that has been driven over thousands of times. Tire damage? There are sheared off wooden posts, and tire tracks in deep muddy ruts along the curves. Those downfalls were never factored in by traffic engineers!

Simple stop signs would have done a better job of traffic calming than the expensive dramatic Elitch ride on Range view. Don't waste tax dollars on a similar concept for Windermere.

Laws are already in existence to deal with speeders. If Windermere is such a problem (we haven't seen anything out of the ordinary in our thousands of trips on Windermere especially when compared to any other feeders in Littleton), then aggressively step up a speed trap policy on a frequent year around basis with a no/low cost use of existing enforcement – POLICE.

Both local and Windermere residents will no doubt be cited for speeding, but so be it for improved safety.

Also the word about a well-enforced speed trap will travel quickly throughout the high school population, further improving safety.

IF money is to be spent on Windermere, spend it on the one or two blocks of the unimproved west side of Windermere (south of Ridge). There is a steep drop off, no sidewalks, tree encroachment, and a narrow dangerous driving path during icy snow storms. First things first!

With unpredictable future tax revenues, we must curb frivolous wishful spending both locally and nationally. "Change" has necessitated new responsibilities.

Respectfully,

Tom and Gayle Browning
1394 W. Davies Place
Littleton

Charles Blosten

From: Kathryn Michele Busti [busti@theatrethings.com]
Sent: Monday, March 08, 2010 7:11 PM
To: Charles Blosten
Subject: RE: Traffic Circles

Hi Charlie,

This is Michele Busti --- we talked about the poor drainage on Briarwood by the south cul-de-sac. I'm leaving for Costa Rica in about 30 minutes but wanted to send you a quick note first. We can discuss the drainage issue after March 18 when I return.

Before I leave, I wanted you to know I'll still be in Costa Rica on March 16 so I cannot attend the City Council meeting. Please register that:

1. My property is adjacent to Windermere 2. I am 100% opposed to the construction of the proposed traffic circles.

Thanks for making my views known at the meeting.

Kathryn Michele Busti
Homeowner -- 1590 W. Briarwood Avenue (home on southeast corner of Windermere and Briarwood)

Charles Blosten

From: Cimsibs@aol.com
Sent: Thursday, March 04, 2010 2:04 PM
To: windermerepeaks@aol.com
Cc: Charles Blosten
Subject: Re: Traffic Circles

Ms. Miller,

Thank you for your efforts to make contact with us concerning your desire to have traffic circles installed on South Windermere. As I indicated to you during our conversation at my home, my husband and I are adamantly opposed to having traffic circles on South Windermere Street. We would like to you note our opposition.

My understanding of our conversation is that you indicated that the flashing speed sign that was placed on Windermere Street south of Ridge Road was a very effective tool in slowing down the traffic. You also indicated that a higher police presence in the neighborhood also had the desired effect of slowing traffic. We both observed that adult drivers were being ticketed for speeding rather than the high school drivers. We could also agree that police ticketing was a revenue generating.

Before a permanent solution of numerous traffic signs for each traffic circle with concrete curbing, etc, I suggested to you that another traffic study could be done during the month of July, when Heritage high school is not in session to have a comparison to the December 2009 traffic study.

Additionally, Mr. Cirbo and I believe the traffic circles are not needed in light of other strategies that are readily available to deter speeding, such as increased police presence during high volume traffic patterns and the flashing speed sign. Let's try these strategies first, and then reassess the problem.

Sincerely,

Pam & Leo Cirbo
7100 S. Windermere St.
Littleton, CO 80120

Charles Blosten

From: windermerspeaks@aol.com
Sent: Monday, February 22, 2010 10:59 AM
To: Charles Blosten
Subject: Fwd: traffic circles

-----Original Message-----

From: Ken Coddington <doccod@live.com>
To: windermerspeaks@aol.com
Sent: Sat, Feb 20, 2010 12:26 pm
Subject: traffic circles

Greetings,

I do have a question or two concerning the proposed traffic circles: 1) Will snow plows and gravel trucks be able to traverse these easily? The Windermere hill requires the gravel on snowy, icy days. 2) How easily can emergency vehicles - fire trucks, paramedics, and ambulances drive through these circles?

Rachel mentions in her letter that over 95% of residents who call Windermere home support this measure. I'm curious how many people were surveyed. This is the first I've heard of such a proposal. I'm also wondering when and where cars in yards appeared. I drive Windermere several times daily and have never seen such. I did see one mailbox near Windermere and Rangeview damaged, but that was several years ago. -- Just wondering. I'd appreciate a reply.

-- Barbara Coddington
805 Front Range Road
Littleton, CO 80120

Hotmail: Trusted email with Microsoft's powerful SPAM protection. [Sign up now.](#) =

From: drechsp@comcast.net

To: windermereSpeaks@aol.com

Subject: Windermere circles

Date: Wed, Feb 17, 2010 11:25 am

Rachel,

I would be completely opposed to the proposal regarding placing traffic circles on the street. I am unaware of the speeding and safety issues that you discuss, however I think that much of the problem stems from the high school drivers. If those circles were placed, the residents would be forced to deal with them constantly, 365 days per year, while the high-schoolers are there about 150 days and only 8 or so hours each of those days (and of course to a minor degree evenings and summer). I would think that some persistent police presence would change things dramatically in a very short time. Has that been discussed with the Littleton Police?

Paul Drechsler 3037941092

Thanks & Clarification Sent

Charles Blosten

From: GORDON ERICKSON [egordon5@msn.com]
Sent: Monday, March 08, 2010 8:15 PM
To: Charles Blosten
Subject: Windermere Street traffic circles proposal.

Dear Mr. Charles Blosten
Public Service Director
Littleton, Colorado

Our name are Gordon Erickson and Joyce Erickson and have lived at 7049 S. Windermere Street for 30 years. In those 30 years we have dealt with the Windermere traffic, which at times is heavy. Those times are usually 6:45 a.m. to 7:15 a.m. Heritage high school drop off and in the afternoon for pick-up.

When traffic gets to hurried all it takes to slow it down is a Littleton Police Officer to set up a speed trap. It works everytime. That news travels fast.

By putting in traffic circles this will really cause a traffic problem on mornings and afternoons when we have snow and ice on the Windermere Street hills. When cars have to slow down to go around the circles they will loose the momentum to make Windermere street both North and South. Presently the cars start to loose traction in front of my house when heading south. Going north, slowing down at Davis and then again at Southridge Way south will be even worse.

Another concern is getting emergency equipment past these circles. Both Davis and Southridge street are three way intersections not four way.

We are for saving the \$15,000 and using our already inplace traffic calming methods. Speed limit 30 mph.

Sincerely,

Gordon L. Erickson
Joyce P. Erickson

Charles Blosten

From: JOHN GABRIEL [jslogabriel@msn.com]

Sent: Tuesday, March 09, 2010 2:50 PM

To: Charles Blosten

Subject: Windermere traffic circles

Charles,

I have just received your letter of March 5th regarding the planned traffic circles on Windermere. I am glad to see that Rachel received enough signatures on her petitions.

We are located at 1599 West Costilla Place, making it our backyard that the Davies Ave. traffic circle would back up to. We have had trouble in the past with accidents at Windermere and Davies where cars careened into and through our 7' tall hedge. So I am wondering if there will be adequate concrete barriers on the outside edges of these traffic circles, so that a car not slowing down enough to make it through the circle does NOT inadvertently crash through our hedge and our fence. A fence is easy to replace but replacing a 30 year old hedge is not as easy and destroys our privacy from the street.

Could you check on this and let me know?

Thank you. I appreciate your attention to our street and it's traffic.

Laura Gabriel

Charles Blosten

From: windermerspeaks@aol.com
Sent: Monday, February 22, 2010 10:58 AM
To: Charles Blosten
Subject: Fwd: Traffic circles on Windermere south of Ridge Rd.

-----Original Message-----

From: RICHARD GOOSSEN <gooseco@msn.com>
To: windermerspeaks@aol.com
Sent: Sat, Feb 20, 2010 10:05 am
Subject: Traffic circles on Windermere south of Ridge Rd.

Alice and I agree that this plan would certainly help the traffic situation on Windermere. We have had cars in our yard and our mail box knocked down many times. In fact I removed my mailbox and arranged for a postal box at the main PO just because of this problem. Count on us for support in this important matter.

Dick Goossen
7127 S. Windermere St.

Charles Blosten

From: windermereSpeaks@aol.com
Sent: Monday, February 22, 2010 10:59 AM
To: Charles Blosten
Subject: Fwd: Windermere Traffic

-----Original Message-----

From: RalphHarlow <ralphharlow@comcast.net>
To: windermereSpeaks@aol.com; millerracheld@yahoo.com
Cc: Michele Busti <busti@theatrethings.com>
Sent: Mon, Feb 15, 2010 11:39 am
Subject: Windermere Traffic

Dear Ms Miller,

The traffic on Windermere St has not changed much in the 25 years that I have lived here.

In fact a great deal of money was spent, regrading the street in order to make it easier to climb during snowy conditions.

I would suggest that if you do not like traffic, move out of the city.
PLEASE leave Windermere alone!!!!!!!!!!!!!!

Ralph Harlow
1570 W Briarwood AV

Charles Blosten

From: windermerspeaks@aol.com
Sent: Monday, February 22, 2010 10:59 AM
To: Charles Blosten
Subject: Fwd: NO roundabout

-----Original Message-----

From: lrhstar@netscape.net
To: windermerspeaks@aol.com
Sent: Mon, Feb 15, 2010 9:49 am
Subject: NO roundabout

I am 100% against roundabouts along Windermere, south of Ridge Road. I have lived on Davies Place over 20 years and do not want a roundabout causing further congestion. Windermere is a necessary avenue for Heritage High. A roundabout will not decrease traffic. It will only cause more congestion and pollution, interfere in ease of bus and bicycle access, and aggravate me.
Sincerely,
Lynn Hornick

Charles Blosten

From: windermerespeaks@aol.com
Sent: Monday, February 22, 2010 10:57 AM
To: Charles Blosten
Subject: Fwd: proposed traffic circles

-----Original Message-----

From: j.n. mckeever <jnmckeever@msn.com>
To: windermerespeaks@aol.com
Sent: Thu, Feb 18, 2010 2:41 pm
Subject: RE: proposed traffic circles

Rachel,
Thank you for the information.

We will consider the proposal, but our initial reaction is that we would be opposed. We are out and about on Windermere every day --walking, running, cycling and driving. I agree that speeding cars are a problem, but I do not view the problem as one that requires the installation of two traffic circles.

What are the geographic boundaries of the petition area? This proposal would impact a large group of homeowners. For example, all of the residents of Shadycroft Lane would be affected (not simply those whose lots border Windermere, as ours does). The definition of the petition area seems to be quite limited.

Thank you,
Libby McKeever

To: jnmckeever@msn.com
Subject: Re: proposed traffic circles
Date: Wed, 17 Feb 2010 23:40:51 -0500
From: windermerespeaks@aol.com

Libby-
Thank you for your response. The city has been involved in the letter and the aspects it covers from day one. I went to the City back in November and expressed a safety concern around the traffic. They started by having the police spend time patrolling Windermere more (which is only a tempary solution). The police also validated the speeding issue on Windermere.

I need to note that the letter incorrectly stated that the second circle would be placed at Davies Place where it would actually be placed at Davies Ave.

The city then did a two day traffic analysis on a school day with clear streets. (the had a 3rd party place a vehich count and speed analysis device on Windermere south of Ridge Road) That analysis validated the concerns... There was 3600+ traveling Windermere south of Ridge road on both of the days they did the analysis. This analysis also showed the signifant speeding problem which was representative of the 3600+ cars both days.

Currently the traffic group within the city has been involved and the problem and petition will be presented to the cty council in the upcoming weeks.

Your house is actually located just outside of the petition line. We spanned the petition from Ridge Road to basically to the north side of you and spoke with the homeowners who had a property which touched Windermere. Out of those people we had 2 people say no and one other person was not notified but that was after multiple attempts.

The city requires 75% + support of the measure for this to go before city council.

Can you please advise your thoughts on this measure?

Thanks,
Rachel Miller

-----Original Message-----

From: j.n. mckeever <jnmckeever@msn.com>

To: windermereSpeaks@aol.com

Sent: Wed, Feb 17, 2010 1:01 pm

Subject: proposed traffic circles

Ms. Miller,

My family lives at 802 Shadycroft Lane, at the corner of Windermere and Shadycroft Lane. We received your letter and have several questions:

- (1) What is the source of your statement that the traffic on Windermere averages 3600 cars per day?
- (2) What is the source of your statement that 95% of the Windermere neighbors support the proposal? Your letter was our first notice of it.
- (3) Have there been any communications with the City of Littleton about this issue? If so, which City officials are involved in the planning process?
- (4) What is the status of the proposal in the municipal planning process? Is the proposal on the agenda of any City Council meeting?

Thank you,

Libby McKeever

=

=

Charles Blosten

From: Miller, Rachel [RMiller@usa.norgren.com]

Sent: Sunday, February 21, 2010 3:44 PM

To: Charles Blosten

Subject: 7100 S Windermere and Update

Charlie-

I spent time today speaking with the neighbors I had already spoken to regarding the petition and I also spoke with the woman at 7100 S Windermere. For starters, I did clarify to everyone I spoke to that the letter had a mistake regarding Davies PL and AV. All people I spoke with understood the mistake and knew they had signed in agreement for the 2nd circle to be located at Davies AV.

The neighbors I spoke with had all been paid a visit by the lady at 7100. Not one person said she had any reasons to get them to change their mind nor did they spend much time with her. I was told multiple times that she has evidence that the circles will drastically lower property value and cause terrible accidents. From the sounds of what I heard from the supporting neighbors was that she was pulling anything out of the air she could to hopefully get them to change their mind.

I then stopped by 7100 and spoke for 45 minutes with the lady who lives there and paid you and everyone a visit. Initially she was extremely rude and said she had no interest in speaking with me. She also used the line that she had no interest in what I said her only interest was gaining support against me.

I can honestly tell you from spending the time I did with this lady that she has no valid reasons against the traffic circles. She even admitted this, her only reason was that she hates them. She used that line probably more than 10 times. I also can tell she is the type of person who will be vocal and gain support from people off of Windermere just to make as much noise as she possibly can. She also multiple times spoke about how she would contact the city council members and make sure they all know how many voters they would loose by being in support of my petition.

That being said, we must continue forward asap. As anyone knows 100% support of anything is almost impossible which is why the City of Littleton only requires 75% support of those not directly affected by the traffic circle. You knew as well as I did that someone would not support the measures and proposed solution. That is fine but we have the required support is there. We even went beyond what others did for the traffic circles on their street and doing showed that people not living in a property touching Windermere for the most part were opposed but the traffic circles was minor and truly showed now valid reasoning for their opposition.

Please ensure we are on the City Council agenda for March 2nd. If we allow the lady at 7100 time to gather support from anyone she can find that is not fair to everyone in support and she will gather her support with measures such as stating facts that don't exist (like degrading property values and causing terrible accidents). She will be using scare tactics which if you ask enough people she will gain support by doing so.

Again, I am out of town through Wednesday but I feel it is imperative to go ahead with the council meeting on the 2nd. I have no concerns over our families safety this lady wouldn't do anything she will just make as much noise as possible.

I also clarified to her that I had been to her house 3 times regarding the petition and the 3rd time I was asked abruptly to leave which is why she didn't know about the petition before she received the letter.

I also forwarded all of the emails I have received. This will show that in asking people not living on Windermere has not raised any red flags and out of the 212+ letters sent out we have only received less than 10% of people responding.

I hope you take this email to show that I am no longer concerned about our safety and because of that I do feel we need to push through and get this in front of City Council asap!

Thanks,

Rachel Miller-Short
National Accounts Manager- *Norgren Americas*
Sales Manager Rocky Mountain Region
Norgren
5400 S. Delaware Street
Littleton, CO 80120
Office # 720-283-5494
Cell Phone # 720-891-5692
rmiller@usa.norgren.com

Please consider the environment before printing this email:

This message and any attachments are solely for the intended recipient and contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us by reply e-mail and immediately and permanently delete this message and any attachments. Thank you.

Charles Blosten

From: Jim Woods
Sent: Tuesday, February 23, 2010 9:31 AM
To: Charles Blosten
Subject: FW: Windermere Traffic Proposed Solution

Charlie, what am I supposed to do with this? If you want to go ahead on March 2, I really don't care. I just gave my two cents worth.

From: Rachel Miller [mailto:millerracheld@yahoo.com]
Sent: Monday, February 22, 2010 7:24 PM
To: Jim Woods
Subject: Windermere Traffic Proposed Solution

Mr Woods,

I am Rachel Miller, I live on Windermere south of Ridge Road and am the person who has been heading the traffic calming petition and solution around the neighborhood. I have been working closely with Charlie!

As my neighbors validated through their support of the petition I circulated, there is a safety problem on Windermere centered around speeding issues. The traffic circles the city has installed on Elati and other locations only took 75% support of people with property directly touching the street in which the circles were placed and 100% support of those directly affected by the installation.

I have 100% support of people directly affected and more than 85% support of people with property touching Windermere. This is more support than necessary. The city requires only 75% support because 100% of everyone would be impossible which is what we are seeing with the one vocal lady located at 7100 S Windermere.

I have spent a lot of time with her and she has no valid reasoning behind not supporting the traffic circles other than the fact she does not like them. Any information or support for her opposition is what I would consider tainted or unvalidated due to the type of person she is and the way in which she is going about gaining support.

For the installation of the circles on Windermere we went above and beyond what was necessary for other circles to be installed and now I am being told even more will need to be done prior to this going before city council.

I don't feel another letter is necessary to the neighborhood is necessary in any way. People who don't live on Windermere in most cases are the reason for the safety concern and they don't live and breath what we see everyday.

Out of 212 letters sent out to the neighborhood only 9-10 people took the time to respond which shows that the impact of installation really isn't much of a concern to people who travel Windermere. It is not necessary to send out an additional letter to everyone stating the date in which the city council will hear about the proposed solution. Any person who has asked or that does ask I will tell them.

Also, allowing additional time for the lady at 7100 to get organized is unfair and a

misrepresentation to the people who have the actual say so regarding these traffic circles.

I hope my concerns and position are clear. I appreciate your time and look forward to continuing to move this forward asap!

Thanks,
Rachel Miller

Charles Blosten

From: Rachel Miller [millerracheld@yahoo.com]
Sent: Monday, February 22, 2010 7:36 PM
To: Doug Clark - CC; Peggy Cole; Bruce Stahlman - CC; James Taylor - CC; Joseph Trujillo - CC; pjernanec@aol.com; Debbie Brinkman
Cc: Charles Blosten
Subject: Proposed Traffic Calming Measures on Windermere

Good Evening,

I am Rachel Miller a Littleton Resident. I have been working closely with Charlie Bolsten in regards to the safety surrounding the traffic on Windermere south of Ridge Road.

Through the performed traffic analysis we have the validation that there is a speeding and safety problem on Windermere due to the volume of traffic speeding. My neighbors who reside in a property touching Windermere concur with the issue and the proposed traffic calming solution. We have 100% support of people with property directly affected by the installation and 85+% support of everyone else with property on Windermere.

I wanted to take a minute to quickly introduce myself and offer to provide you any insight or additional information regarding this issue before it comes before all of you in a city council meeting in the next couple of weeks.

I really appreciate what each of you do in supporting Littleton. Please let me know if there is any additional information you would like or if you would like to set up a time for us to speak about the proposal and the concerns which caused me to bring so much attention to the issue.

My contact information is listed below...

Rachel Miller
rmiller@usa.norgren.com
720-891-5692

Charles Blosten

From: windermereSpeaks@aol.com
Sent: Monday, February 22, 2010 11:01 AM
To: Charles Blosten
Subject: Fwd: Traffic Circles

-----Original Message-----

From: Jerry Ostermiller <jostermiller@earthlink.net>
To: windermereSpeaks@aol.com
Sent: Tue, Feb 16, 2010 4:43 pm
Subject: Traffic Circles

Dear Rachel,

We have lived on Front Range Road for 32 years and we travel Windermere multiple times daily. We are adamantly opposed to the installation of traffic circles. We do not believe that the problem is as severe as your letter implies - neither of us has ever seen a mailbox down or a car in someone's yard on Windermere. We maintain that the majority of traffic on the street is driving within the law and is not a hazard to homes or pedestrians. This is a typical over-reaction to a minor issue that could easily be handled with enforcement of existing laws. Your solution will create a major inconvenience to everyone who lives in this area.

Very truly yours,

Jerry & Patsy Ostermiller
815 Front Range Road
Littleton, CO 80120

Charles Blosten

From: windermereSpeaks@aol.com
Sent: Monday, February 22, 2010 11:00 AM
To: Charles Blosten
Subject: Fwd: from Prince of Peace church

-----Original Message-----

From: Jeff Neuman-Lee <jeffneumanlepop@gmail.com>
To: windermereSpeaks@aol.com; millerracheld@yahoo.com; Barb Keinholz aol <Barbkien@aol.com>
Sent: Mon, Feb 15, 2010 3:15 pm
Subject: from Prince of Peace church

Rachel,

I am glad for your concern about speeding on Windermere. As you may know, we at Prince of Peace have been vandalized by motorists hitting our lawn.

So, personally, I support the move to slow traffic down on Windermere.

Some how we didn't get your letter dated February 2 until recently, so it won't be until March 9th that our board meets where we might have official opinion rendered. I hope this will work with your time-lines. If you need action sooner, please let me know and we may be able to get that done.

blessings

jeff neuman-lee, Ministry Coordinator, Prince of Peace Church of the Brethren

303 589 3882
2338 Franklin, Denver Colorado 80205

From: Sakdol <sakdol@comcast.net>

To: windermereSpeaks@aol.com

Subject: Windermere Traffic Circles

Date: Tue, Feb 16, 2010 12:14 pm

Rachel, it was nice meeting you and thank you for taking this on. I would like to see some sort of traffic calming device installed on Windermere. However, I really hate traffic circles. I frequent one on Caley daily going to work. It pushes the car to the right where another car may be sitting at the side street waiting to turn, or pedestrian crossing the side street. If you are on Davies wanting to take a left you will first go right to go around the circle. A lot of cars will just break the law and turn left avoiding going around the circle. My wife and I run quite often. If we are running on the sidewalk at Davies it will push north bound cars toward the sidewalk where pedestrians frequent. Another thing I've noticed on Caley is some cars just don't slow down. I think it becomes a game of how fast can I go around this obstacle. I say this with a smile because this is a street full of high schools kids driving.

I would rather have "Build Outs" into the road to make it narrower which slows traffic. I would like to see that at Lee Gulch and several other locations along Windermere. Additionally, I would like to see build outs on every road Lee Gulch trail crosses. I know build outs won't slow traffic as much as traffic circles but I do think it would help without pushing cars toward the sidewalk or crosswalk.

Again, I would rather have build outs than circles but would be happy with speed humps or deep gutters at several locations.

If the City is going to do traffic circles at Davies and Southridge, that won't help those that live south of Davies. The other solutions might be less costly where we could have them all the way from Ridge Road to Heritage High School.

Again, thank you for taking the time to do this.

Corbin & Donna Sakdol
7019 S. Windermere St.

Clarification Email Sent

Windermere traffic circles

From: Judith Steadman <jdsteadman@mindspring.com>
To: millerracheld@yahoo.com
Cc: Leda <brosene5166@aol.com>, David <downes@mac.com>, Michele <busti@theatrethings.com>, Jack <johnbernardhayes@yahoo.com>, Roband Gerda <getrob@msn.com>, Bob <RLMAJohnson@MSN.com>
Subject: Windermere traffic circles
Date: Feb 25, 2010 1:55 PM

Hello Rachel,

I am very opposed to traffic circles on Windermere, because:

- 1) They are tacky looking dirt and sand collectors, requiring 8 ugly signs each, and degrade because of wheels being run over them.
- 2) They impede efficient snow clearing in winter, and in all seasons create additional pollution from emission of autos first braking then accelerating after clearing the circles. And, within the parameters you suggest, there is a mandatory stop for possible hikers and bikers crossing Windermere at the Lee Gulch Trail - more auto emission pollution.
- 3) There are approximately 20 homes with Windermere addresses from Rangeview to Ridge, not all of which are occupied, and perhaps some of which are renter and non-taxpayer occupied. Any realistic accounting of support for traffic circles should be one vote per owner-occupied home. By that more representative formula, "95%" would result in a very small number.
- 4) Comparison should be made with the two tacky looking circles on Gallop, not Elati's circle (which is also tacky looking).
- 5) Having lived here on Briarwood since 1981 and been a frequent walker on Windermere, I simply cannot believe that 3600 cars per day (or were you extrapolating 2 or 3 passengers per car?) drive Windermere, even on school days which comprise less than half the year. Nor do I believe there is a significant high speed problem on Windermere.
- 6) Part of the charm which prompts newcomers to buy homes in this neighborhood is its natural, small town, somewhat rural character. It is disconcerting that they immediately seek to try to amend and "citify" it.
- 7) I, personally, together with my next door neighbor, had our mailboxes mowed down - posts left in splinters - by a driver a few years ago. Also, in years past, I've had tire tracks indented in a wide swath through my front yard. It never occurred to me to seek a public solution, spending precious taxpayer dollars and inconvenience, to assuage personal feelings of violation.

Judith Steadman
1488 West Briarwood Avenue

RECEIVED

MAR 01 2010

CITY OF LITTLETON
PUBLIC SERVICES

Charles Blosten

From: windermerspeaks@aol.com
Sent: Monday, February 22, 2010 11:00 AM
To: Charles Blosten
Subject: Fwd: Proposed Traffic Circle

-----Original Message-----

From: Linda Spohn-Grund <linda.spohn.grund@estreet.com>
To: windermerspeaks@aol.com
Sent: Tue, Feb 16, 2010 12:03 pm
Subject: Proposed Traffic Circle

NO. NO. NO. These stupid traffic circles only impede normal, law abiding traffic and make life very difficult for school buses. Wider than normal vehicles, such as delivery trucks or charity pick-up vehicles can't even use the streets on which these circles exist. In heavy snow, it's so easy not to see the circular curb and scrape your fender. These circles will only serve to divert more traffic to Prince, Rangeview and the only other streets out of the Heritage traffic quagmire. They don't want more traffic either.

NO. NO. NO. Why would you want to penalize the people who live in the Windermere area?

You measured traffic speed on Windermere at the exact spot where vehicles are coming downhill and gravity creates the fastest speed. Of course, cars will pick up speed when going down a steep hill. I would bet that traffic measured on any busy street averages 20% above the listed speed. If you look for a problem, you'll find it. How many neighbors have actually complained about problems vs. how many would be inconvenienced by the circles?

As you know, any traffic problem was created by putting Heritage in the middle of a residential area where it should never have been built. Make the kids park further away and make them walk. Further inconveniencing the people who live nearby is not a solution to the real problem.

Linda Grund
303 730-6078

1507 W Meadowbrook Rd

Charles Blosten

From: pjcernanec@aol.com
Sent: Monday, February 15, 2010 9:17 PM
To: rvd36@msn.com
Cc: Bruce Stahlman - CC; Charles Blosten; millerracheld@yahoo.com
Subject: Re: Objection to suggested Windermere traffic circles
Mr. and Mrs. Vandekoppel,

Thank you for sharing your thoughts, and information.

I have forwarded your email to Charlie Blosten (Director of Public Services), who is aware of the proposal for the traffic circles on Windemere. (A brief update was included in his Departmental Report for January.)

When I was at the City Center last week for another meeting, Charlie mentioned Rachael Miller's efforts. The consideration has yet to be "formally" communicated to the Council. My understanding from Charlie is that the current effort is focused on gathering signatures to bring this matter for the City Council to consider for approval and funding. I would expect some level of staff work/analysis and a Public Hearing or discussion before approval and funding moves to final consideration by the Council.

(In addition to specific Public Hearing items, any citizen can address the Council at our regular meetings. The suggestion is that comments be limited to four minutes or less.)

At the District III Town Hall session this past Saturday, I received mixed comments regarding the proposal. (Some were not previously aware of the proposal.)

Later,

Phil

Phil Cernanec
Littleton City Council, District III
PJCernanec@aol.com
720.254.6097

-----Original Message-----

From: R W VANDEKOPPEL <rvdk36@msn.com>
To: millerracheld@yahoo.com; bruce.stahlman@gmail.com; pjcernanec@aol.com
Cc: rvd36@msn.com
Sent: Mon, Feb 15, 2010 4:59 pm
Subject: Objection to suggested Windermere traffic circles

Reference: Letter dated 2 February 2010 by Rachael Miller concerning Windermere traffic issues and the proposed solution of traffic circles.

1. We are long-time residents on West Davies Place and regularly travel both north and south on Windermere. We are not aware of a significant problem of excessive speeding along Windermere. We believe that the practices of occasional Littleton Police presence and placement of the temporary speed control sign are adequate traffic control measures.
2. We believe that if more control of traffic speed on Windermere is actually needed, it could be provided quite effectively by making the intersection of Davies Avenue (at the bottom of Windermere) a three-way stop. The stop signs would avoid the potential

problems with traffic circles that are identified below and would be a much lower cost solution than traffic circles, both initially and for subsequent maintenance. That placement of stop signs on Windermere also would be beneficial to pedestrian traffic crossing Windermere on Lee Gulch Trail just north of that intersection.

3. We view the type of traffic circles that the city has installed on Elati to be unacceptable for Windermere. Here is why:

- a. A traffic circle at either of the intersections of Southridge onto Windermere would greatly increase the problems to northbound traffic that the hill presents on snowy days. The steep hill even without a traffic circle restriction often is difficult to negotiate when the street is snowpacked or icy.
 - b. Windermere is a major street designated for city snow removal which would be made more difficult by the presence of the proposed traffic circles. Also, the residents who do their own snow removal with snow plows on West Davies Place and on Southridge would have no choice but to clog their traffic circles with the packed snow that they remove from their streets.
 - c. Negotiating traffic circles can be very difficult for a driver not familiar with them, particularly a driver making a left turn into an intersecting street. Several times I have witnessed near rear-end collisions on Elati caused by an unfamiliar driver abruptly braking when nearing a traffic circle. Traffic circles are such a rarity in this region that drivers don't develop the needed familiarity, and therefore they should be avoided.
4. If consideration of traffic circles on Windermere as proposed in the letter is brought to City Council, we will certainly be among those present who will urge that a stop sign at Davies Avenue be the selected measure, and we will discuss this alternative with our City Council representatives beforehand. We favor the much less expensive and far better approach of a stop sign at Davies Avenue if such a control measure is even needed.

Mr. and Mrs. Richard VandeKoppel
1392 West Davies Place
Littleton, Colorado 80102

Charles Blosten

From: windermerspeaks@aol.com
Sent: Monday, February 22, 2010 10:58 AM
To: Charles Blosten
Subject: Fwd: Windermere Traffic Circles South of Ridge Rd.

-----Original Message-----

From: ChristineWells@aol.com
To: windermerspeaks@aol.com
Sent: Fri, Feb 19, 2010 6:21 pm
Subject: Windermere Traffic Circles South of Ridge Rd.

Hello Folks:

As a new property owner in the area, I am not convinced that there is a tremendous problem here. Obviously, the proximity to a high school and youthful drivers suggests that there could be one.

I, personally, would not like to see 15 MPH traffic circles as on Elati. These circles not only control speed to well below the limit. They are a nuisance to navigate. As a law abiding citizen, I do not want to be inconvenienced or punished because someone else is driving fast. If traffic circles can be designed to accommodate traffic driving at the speed limit, but force those driving 5 MPH or more above the limit to reduce speed, then that solution is one matter. Forcing speeds well below the limit is not something I would want.

Paul Wells

Charles Blosten

From: jim wozniak [jwoz33@earthlink.net]
Sent: Tuesday, February 23, 2010 10:29 AM
To: Rachel Miller
Cc: Charles Blosten; Michele Busti; LEDA ABRAMS
Subject: Windermere Traffic Circles
Importance: High

Hi Rachel!

First of all welcome to our neighborhood and for your interest in preserving the safety for all of us who live on or near Windermere. When you stopped by my home in early February I was left with the impression that "here is a smart young woman with a political future." Then last Friday I received and read your 2/2/10 letter re: traffic circles.

I distinctly remember both of us laughing and suggesting that Draconian traffic circles should be considered as a last resort. What happened? Had I known that this was apparently your first choice I would not have signed your petition...so please adjust your 95% support rating downward for this measure and remove my name from the petition.

I have lived and worked from my home which backs up to Windermere since 1984. Sure, the students at Heritage H.S., feeling their oats, push the limit on Windermere during school days, but your letter didn't mention that the majority of the ticketed drivers were folks like you and me and our neighbors. Adults can usually be controlled with punitive measures; adolescents, due to a lack of parental control (and their parents probably paying their traffic tickets) usually cannot.

Not a week goes by without the sirens of emergency vehicles piercing the tranquil silence of our neighborhood as they travel down Windermere. When we receive snowfall, as we did last weekend, traveling up the hill towards Ridge Road in a rear wheel drive car, truck or school bus can become a thrill ride that should be relegated to Disneyland. Driving south is not much better without copious amounts of sand, gravel and mag-chloride. Have there been studies regarding adequate clearance for emergency vehicles, snow plows and school busses at relatively narrow "T" bone intersections? The placement of a traffic circle at Southridge Way is without a doubt onerous for all of us.

I am certain that the City of Littleton during extreme economic times will consider all factors before making a decision. Because adults are doing most of the speeding according to the results of the study you mentioned to me, my vote is for additional policing and the ticketing of the speeding offenders. Adults will learn to slow down when you lighten their wallets...it's a win win solution for neighborhood safety and the City of Littleton coffers.

jim wozniak
jwoz33@earthlink.net
EarthLink Revolves Around You.

Charles Blosten

From: jim wozniak [jwoz33@earthlink.net]
Sent: Tuesday, February 23, 2010 4:10 PM
To: Rachel Miller
Cc: Charles Blosten; Michele Busti; LEDA ABRAMS
Subject: FW: Re: Windermere Traffic Circles
Importance: High

Rachel, I'm taking the liberty of forwarding your reply to me to the individuals that received a copy of my e-mail this morning. When I moved to this area 25+ years ago one of the first cautionary instructions I received from residents was to absolutely obey the speed limits enforced by the Greenwood Village Police Department on Logan Road just north of Orchard Road between University Blvd. and Holly Street.

I drove that road recently. There are still no speed humps or traffic circles...only one stop sign that was probably installed to appease a homeowner with issues...and a couple of mild water mitigation dips or depressions which probably don't transfer much water but do help to reduce the speed of traffic.

In our Universe every action has an equal and opposite reaction. I'm still voting that the Littleton Police Dept. can equal or exceed the traffic control efforts of G.V.P.D. through aggressive ticketing without resorting to a traffic circle(s) solution that is an impediment to all law abiding drivers and emergency vehicles, school busses et al.

The money that would be spent on these "circles" could help to keep a teacher employed or for another memorial for one our fallen male or female soldiers. Please remove my name from the petition if this is the only choice.

jim wozniak
jwoz33@earthlink.net
EarthLink Revolves Around You.

----- Original Message -----

From: Rachel Miller
To: jwoz33@earthlink.net
Sent: 2/23/2010 10:43:25 AM
Subject: Re: Windermere Traffic Circles

Jim-

Thank you for your reply. The city is adjusting their police presence upward to help with the speeding and safety issue. The city is in support of this but feels that this is not a permanat solution. Because there is a safety issue on Windermere the city feels a permanat solution is absolutely necessary.

The options discussed were traffic circles, speed humps and stop signs. The speed humps are not an option because of the # of cars traveling Windermere on an average day and because of the delay caused to emergency vehicles. The city also has valuable data showing that speed humps in most locations do very little to slow down the majority of traffic.

Stop signs are not an option because they are only used to control volumes of traffic

intersecting with a street. They are never used to control speed.

The last option was traffic circles. The city has used these on multiple locations in Littleton with significant success. The traffic has slowed down and the safety the circles provide has been successful.

Again I appreciate your email and apologize if I miss informed you regarding the solution. The city has considered all options they can consider for a street like Windermere and the only permanent option they will put before city council is the traffic circles.

After knowing the options they have considered and the cities thoughts please let me know if you would still like for me to remove you from the support on the petition.

Thanks,
Rachel Miller

--- On Tue, 2/23/10, jim wozniak <jwoz33@earthlink.net> wrote:

From: jim wozniak <jwoz33@earthlink.net>
Subject: Windermere Traffic Circles
To: "Rachel Miller" <millerracheld@yahoo.com>
Cc: "Charlie Blosten" <cblosten@littletongov.org>, "Michele Busti" <busti@theatrethings.com>, "LEDA ABRAMS" <labrams@arrow.com>
Date: Tuesday, February 23, 2010, 5:28 PM

Hi Rachel!

First of all welcome to our neighborhood and for your interest in preserving the safety for all of us who live on or near Windermere. When you stopped by my home in early February I was left with the impression that "here is a smart young woman with a political future." Then last Friday I received and read your 2/2/10 letter re: traffic circles.

I distinctly remember both of us laughing and suggesting that Draconian traffic circles should be considered as a last resort. What happened? Had I known that this was apparently your first choice I would not have signed your petition...so please adjust your 95% support rating downward for this measure and remove my name from the petition.

I have lived and worked from my home which backs up to Windermere since 1984. Sure, the students at Heritage H.S., feeling their oats, push the limit on Windermere during school days, but your letter didn't mention that the majority of the ticketed drivers were folks like you and me and our neighbors. Adults can usually be controlled with punitive measures; adolescents, due to a lack of parental control (and their parents probably paying their traffic tickets) usually cannot.

Not a week goes by without the sirens of emergency vehicles piercing the tranquil silence of our neighborhood as they travel down Windermere. When we

receive snowfall, as we did last weekend, traveling up the hill towards Ridge Road in a rear wheel drive car, truck or school bus can become a thrill ride that should be relegated to Disneyland. Driving south is not much better without copious amounts of sand, gravel and mag-chloride. Have there been studies regarding adequate clearance for emergency vehicles, snow plows and school busses at relatively narrow "T" bone intersections? The placement of a traffic circle at Southridge Way is without a doubt onerous for all of us.

I am certain that the City of Littleton during extreme economic times will consider all factors before making a decision. Because adults are doing most of the speeding according to the results of the study you mentioned to me, my vote is for additional policing and the ticketing of the speeding offenders. Adults will learn to slow down when you lighten their wallets...it's a win win solution for neighborhood safety and the City of Littleton coffers.

jim wozniak

jwoz33@earthlink.net

EarthLink Revolves Around You.



SECOND PUBLIC COMMENT

3 MINUTE LIMIT PER SPEAKER

Page1

Tuesday November 1, 2016

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	EMAIL ADDRESS	TOPIC
1. FRANCISCO (FRANK) SIERRA ✓	F.SIERRA54@GMAIL.COM	LOW INCOME DEVELOPMENT BY NEVADA PLACE.
2. Scott Wilson ✓		"
3. Fran Wilson ✓		"
4. Scott Keyser ✓	ScottKeyser@MSN.com	"
5. Ann Kirkpatrick ✓	AnnKirkpatrick@yahoo.com	Parking issues
6. Karen Whitt ✓		"
7. Mike Whitt ✓		"
8. Sharon Stina		"
9. Ralph Alvarez ✓		"
10. Deanna Cook ✓	deannakaye@mac.com	"
11. Betsy McCain ✓	betsy.mccain@gmail.com	"
12. Don Bruns ✓		So. Platte Falls October Draft
13. Carol Berzick ✓		
14. Pam Chabun ✓		
15.		
16.		
17.		
18.		
19.		
20.		

Question for the City Counsel of Littleton, November 1, 2016

Subject Property: 5591 S. Nevada Street

Mayor Beckman and Council members

My name is Scott Wilson and my family owns a condominium at Nevada Place, directly east of the proposed Summit Low Income project.

We've lived in Littleton most of our lives and were attracted to Nevada Place due primarily to its proximity to Old Town Littleton and the inherent charm and character of the neighborhood.

As many of the citizens here today, we believe the Summit project is ill-conceived and if allowed to proceed will create a net economic detriment to the entire community, that goes beyond just the reduction in property values.

Many citizens would love to see a low impact, aesthetically pleasing project built on the subject site like a park, but we all realize that is unrealistic – the location is most likely suited for higher density housing development, as was originally proposed by Camelback. If not town homes, or duplexes, perhaps a twin type development similar to Nevada Place seems like the highest and best use. West Powers Avenue, the southern border of the site, is on the cusp of where residential starts to meet the commercial section of Old Town Littleton. That creates unique parking and access problems which have a direct and often deleterious effect (lost revenue effect) on the local restaurants and other walk-in trade businesses.

Much of the information and analysis used to market CHFA projects, focus on the benefits to tax credit beneficiaries – the low-income residents that receive below market subsidies. Likewise, low income, economically blighted neighborhoods where CHFA projects either replace, or convert rundown buildings, are used as study examples.

In a very recent 2015 study titled: "WHO WANTS AFFORDABLE HOUSING IN THEIR BACKYARD? AN EQUILBIUM ANALYSIS OF LOW INCOME PROPERTY DEVELOPMENT", two very prominent Stanford economists looked at the effects of low income property development in multiple neighborhoods and scenarios, including middle and upper class neighborhood like ours – so it's an apple to apples comparison. I will briefly quote a few of the conclusions of that very exhaustive 63-page study and a 2-page review from the Stanford business journal entitled "IS AFFORDABLE HOUSING GOOD FOR THE NIEGHBORHOOD?"

- "In higher income neighborhoods, those with median incomes above \$54,000, housing prices declined approximately 2.5% (there appears to be a positive correlation – higher initial home prices, higher decline rates).
- "wealthier neighborhoods didn't see affordable housing as an attractive amenity. And that rippled through the area years after construction started."

- “In high-income areas, you saw a strong housing price drop very locally, then it radiated outward over time,” – “The price effects remain even after 10 years”.
- The analysis revealed that a Low Income Tax Credit Project, in a low-income region (not like ours), “was worth about \$116MM to the surrounding neighborhood.” But, “In higher-income areas (like ours), the new building led to a loss of approximately \$17 million dollars”

If the counsel has not independently reviewed the long term economic effects of the proposed Summit Project, I believe it is ignoring its fiduciary responsibility to the entire community. My question to the council is this: – have you evaluated the total economic effects to the city of Littleton of a low-income housing project on the subject site, including sales and use tax implications? And if so – what do those results look like?

Thank you.

Scott Wilson

wilsco303@msn.com

303.550.3163

Included:

Article: “Is Affordable Housing Good for the Neighborhood?”, 9-15-2015, Shana Lynch

First page and conclusion page – sixty-three-page study: “Who Wants Affordable Housing in their Backyard? An Equilibrium Analysis of Low Income Property Development”, July 15, 2015, Diamond and McBride. Entire study available at:
http://web.stanford.edu/~diamondr/LIHTC_spillovers.pdf

Bios for Rebecca Diamond and Tim McQuade, Professors at Stanford

Is Littleton Crossing right for Downtown Littleton?

To the mayor and city council of Littleton:

Current Low Income Housing in vicinity of Downtown Littleton

85 units in immediate vicinity of subject

- 35 units at South Creek Apartments
- 50 units at Main St Apartments

80 units within walking distance of downtown Littleton

- 60 units at Alsyon Court
- 20 units at John Newey Jr Family

285 within general proximity to downtown Littleton

- 69 units at Powers Cir Apartments
- 36 units at Lara Lea
- 180 units at AMity Plaza

The LIH need is not exclusive to Downtown, but we seem to already have our fair share of LIH housing. (note, numbers are for family units and not seniors, but we do have two LIH developments for seniors in immediate vicinity of Downtown)

Can we provide a study if Downtown needs more LIH and potential impacts to businesses, residents, and taxes?

Other communities have voiced the need for revitalization and affordable housing at Belleview and Federal. I realize there are private ownership groups involved, but perhaps the city council could help drive these developments to communities that want them.

Has city council ever considered a study or poll to determine where communities want these developments?

Does City Council have any interest on where LIH developments go and the impact to communities? Stating that the development passes zoning codes is unacceptable when the zoning codes have been grossly neglected.

What plans does the city council have to review current zoning codes?

In 2009, Littleton council did conduct a study on Nevada crossing and community was against further development of size/scope. Parking was sighted as major concern. In 2013, the zoning codes were changed for a higher density development (causing more parking challenges) at 5591 S Nevada with one

condition that a parking study take place before and after the development. There is no parking study on littleton.gov development site (only traffic study that loosely references parking).

Can you please work to get an independent parking study done as part of that requirement?

Finally, did Summit Housing mislead council, the community and CHFA on the nature of the development? They provided the below description on income requirements and the nature of the development, which juxtaposes the income requirements for CHFA. The data is wrong and misleading.

Who qualifies?

- 13 market rate units designed for young professionals such as nurses and people working in IT and financial services earning above \$50,000. Rents start at \$1,110 for a 2-BR, and \$1,350 for a 3BR.
- 15 units are available to those making up to \$48,860 (60% area median income (AMI)). Rents range from \$901-\$1081. In Littleton, a young police officer his/her family qualifies for one of these two-bedroom residences.
- Another 17 of the units are available to those earning up to \$40,050 or 50% of AMI. Rents range from \$751-\$901. This is ideal housing for a teacher in the Littleton School District who starts at \$36,201.
- 17 units are offered to those at or below 40% of AMI, incomes up to \$34,640, including employees at the DISH Network call center or waitresses or cooks in downtown Littleton restaurants.

Respectfully,

Scott Keyser

303.845.0040

scottkeyser@msn.com

Comments of Karen Whitt:

The members of the community in this room have lived in this city for decades committed to Littleton's economic and cultural growth. We have paid our taxes and patiently waited, supporting the positive evolution that has taken place; revitalizing Littleton and making it one of the most desirable places to live in Colorado.

Our community is a safe place where one can walk down the streets at all hours and enjoy the many beautiful parks that dot the landscape. Why do the leaders of our community want to import crime into our neighborhood? It is well documented that the Section 8 program has failed, transferring the issues of crime, drugs and violence associated with urban areas to the suburbs. This new housing development would move Littleton backwards, transforming our community from a dynamic city to an economically depressed area.

It is the opinion of Howard Husock, vice president for policy research at the Manhattan Institute, that the failed program of Section 8 housing exports inner city social problems to the suburbs. Again I ask – why would the leaders of our community want to pave the way for the deterioration of Littleton.

It is required that owners maintain the properties such that they are decent, safe and sanitary. Information readily available informs us that Summit has a history of poor management and maintenance of their properties. Water damage and rat infestations number among the issues associated with their properties.

Other Section 8 federal policies require that residents not have a history of criminal offences. There are issues with drug use and associated interactions in the current section 8 housing on Main Street in Littleton.

- The residents are not registered sex offenders
- Not convicted of methamphetamine manufacture or production on public housing properties
- Have not been evicted from federally assisted housing for drug related activity in the past 3 years – we know drug use and dealing is an issue currently in the Section 8 housing that is in place on Main Street in Downtown Littleton
- Individual does not owe money to a subsidized housing program/landlord
- Cannot exceed income guidelines – there is no motivation for these residents to be productive citizens contributing to the businesses in Littleton, contributing tax dollars to the city to support the services Littleton offers.
- Have not been evicted from Federally Subsidized housing in the past 5 years.

I have been involved with Family HomeStead for a number of years as a volunteer and member of their board. With the exception of the elderly and disabled, the population served has the same profile as those enrolled in the Section 8 housing program. There is a profound difference in the process and the outcome. Those receiving services from Family HomeStead must participate in restoring their independence and developing life skills to enable them to care for their children and be contributing members of society. The program is limited and closely managed.

The Section 8 Housing program fosters dependence and penalizes the participants for working to improve their circumstance. They continue to require the resources of the community. Littleton has planned carefully for its future to foster economic growth and stability, a safe community, a culturally rich environment. I ask one final time – why would the leaders of Littleton knowingly and willingly damage our city and the citizens that live here remaining committed to its sustained viability.

Crime Data Comparrison

Period 1 year
 End Date: 10/30/16
 Source LexisNexis

Event	Littleton* Neighborhood	Littleton w/ Section 8	Denver Globville
Homicide	0	1	10
Sexual Assault	1	2	0
Sexual Offense - Other	0	13	21
Robbery - Commercial	0	2	0
Robbery - Individual	1	6	253
Aggravated Assault	2	11	422
Assault - Other	16	147	492
Burglary - Commercial	2	11	217
Burglary - Residential	5	103	500
Theft	35	352	500
Fraud	29	372	213
Shoplifting	0	5	219
Theft - Other	0	7	458
Motor Vehicle Theft	6	105	456
Theft from Motor Vehicle	3	128	500
Arson	0	1	14
DUI	8	66	64
Alcohol Violation	1	16	500
Drugs / Narcotics Violator	4	36	500
Disorderly Conduct	3	36	500
Traffic Incident	11	72	500
Vandalism	16	126	500
Weapons Violation	2	6	156
All Other - Non-Criminal	17	88	3
All Other - Criminal	25	250	500
Total	187	1962	7498

*Boundries - S(Alamo), E(Rio Grande), N&W(Santa Fe)

Source - Lexis Nexis Community Crime Map

<http://www.littletongov.org/city-services/city-departments/police-department/crime-maps>

Prepared by Mike Whitt, mike@thewhitts.com 720-878-4713



We own 2 businesses- In Tea, in year 3 of 5 year lease, employing 15 people.
Blue Ocean Mercantile- 5 year plan \$40mm in revenue /30 employees...BOM soon to be relocating to either Golden, Morrison, Belmar or Downtown Littleton.
We like LIDO- clean, friendly, safe, prospering....but if the proposal goes through we may look to move elsewhere.

- That's a lot of lattes, restaurant meals, shopping and other tax generating activity that may never be realized in Littleton.
- For BOM, it means of white collar, high paying jobs and perhaps households generated by a global company that may never materialize.
- We, like 90% of others we approached, signed a petition opposed to awarding a Low Income Housing Tax Credit (LIHTC) to Summit.
- Countless opposition emails, letters and the petition itself were deliver to Colorado Housing Finance Authority (CHFA), but were not included In the Summit application packet submitted to CHFA and their Voting Committee Panel.
Incredulously, while supportive documents from Jocelyn Mills, Stuckey & Bagely, and South Metro Housing Options (SMHO) did make it into the application packet, our documents in opposition did not. The panel therefore voted without awareness of any opposition.
- Lastly, I have an acquaintance working in the Denver Post who has gotten wind of some irregularities in the situation. He called me for some background and shared that they are considering an investigative report. I would hate to see an unflattering mess unfold in the paper as it is not good for our collective careers as elected officials nor as businesses owners looking to increase traffic and awareness for Littleton Downtown.

DO THE RIGHT THING.

You were elected to govern to the benefit of your constituents, not some outside, Montana special interest who has no ties to, nor concern for the amazing renaissance that is underway in Littleton.

There are better places for Summit to build. Closer to schools, grocery and drug stores and other essential services that will help people on their journey to improve their lives. Nevada place is not one of them.

About the South Platte Park Management Plan – October 2016 Draft

“Limits of Acceptable Change” on page 46 of the draft states that these “...are managed through an operational document that establishes measurable indicators for intervention.” A posted remark then recommends “changing from a carrying capacity-based management system to a flexible adaptive management system based on defining acceptable changes with increased use...”

This is problematic because the draft provides no objective criteria by which the acceptability of change is to be measured.

It does not identify what that “flexible adaptive management system” is. Instead, its loose verbiage commits park managers to sustainably achieving nothing.

LAC is a system that was developed for Wilderness Planning. The U.S. Forest Service’s Intermountain Station in Ogden, UT published it in 1985. Here are a couple of revealing statements from it that Council should know about:

- *“The challenge is not how to prevent any human-induced change, but rather one of deciding how much change will be allowed to occur, where, and the actions needed to control it.”*
- *“The LAC process requires managers to define desired wilderness conditions and to undertake actions to maintain or achieve these conditions.”*

When responsively addressed, carrying capacity defines those essential conditions. The draft does not yet do that but instead misrepresents LAC by side-stepping the carrying capacity issue altogether.

For more than 30 years, Bo Shelby at Oregon State University and other recreation professionals have worked to show managers how to responsibly address carrying capacity, using LAC to help get there. At least four elements of capacity are being addressed wherever LAC is actually being applied:

- Physical:** Addresses the constraints of available space.
- Social:** Addresses constraints imposed by setting character conditions required to produce the beneficial outcomes that affected publics want—including visitors as well as adjoining neighborhoods, and avoid the adverse outcomes they want to avoid.
- Ecological:** Addresses biophysical constraints imposed by land and water resources required to maintain the essential setting character conditions upon which the sustainable production of desired individual, social, economic, and yes—environmental outcomes depends.
- Administrative:** Addresses operational constraints of available management staff, service providers, their professional expertise, and available fiscal resources.

Although District Four Council member Brinkman called the draft “excellent” at Council’s last study session, it is difficult to see how that can be true with these deficiencies in view. Now is the time for commitment and follow through. Otherwise, the Park’s essential and defining character will be eroded—as will the important benefits it provides to our communities who depend on it.

Thank you very much!

Information on Littleton Crossing, 5591 S Nevada Street

November 1, 2016

The property was rezoned to Planned Development – Residential (PD-R) in 2013 with an ability to develop the property as a residential multi-family building with up to a maximum of 72 multifamily residential units.

The PD-R approval in 2013 did require the project to have parking spaces at 1.07 spaces/unit. It also requires the applicant to provide a parking analysis of needs for on-street parking (both at initial submittal and then again at a later phase) with a potential to establish a resident parking permit program.

On June 29, 2016 a final site development plan application was submitted for a multifamily project (called Littleton Crossing) consisting of 63 residential units. There will be a total of 80 parking spaces in the garage for the project, which is at a 1.27 spaces/unit, and is above the required 1.07 spaces/unit requirement.

If the project is found to be consistent with the 2013 PD-R and all applicable city land use codes, the project has vested property rights and is required to be approved administratively. If the applicant wishes to pursue changes outside the approved PD-R, there would be more public process; otherwise, there is no more public process and the application is processed administratively.

It is the city's understanding that the developer, Summit Housing Group, Inc. did apply for the Colorado Housing Finance Authority's (CHFA) 9% low income tax credits. Earlier this fall, through CHFA's competitive grant process, the project was awarded tax credits. The project appears to be a mix of affordable and market rate units: 17 units rented at 40% of the Area Median Income (AMI), 17 units at 50% AMI, 15 units at 60% AMI, 13 market rate rented units, and one on-site manager residential unit (according to the CHFA news release on the tax credit award for this project). The city's codes do not enable us to regulate, audit or change any CHFA process.

In May of this year, the developer requested the city write a letter of support for their application to CHFA. The city did not write a letter of support. The city manager at the time directed Community Development Director Jocelyn Mills to write a letter to the applicant that addressed the development review process and the city's comprehensive plan. The developer continued to request a letter of support throughout the summer but staff continued to decline.

The city is not familiar with the federal requirements regarding Section 8 Housing and it is our understanding that the project will not be pursuing rentals per this federal program. The city also is unfamiliar with the details of CHFA's processes, and any other state or federal requirements regarding these types of housing programs. If city council would like more information on CHFA and the low income tax credit program, staff recommends we schedule a study session with CHFA.

The project is currently in the city's development review process and information is posted on the city's development activity list. A copy of this statement and the city's May letter will be made a record of this meeting.

May 31, 2016



Rusty Snow
Summit Housing Group, Inc.
283 W. Front Street, Suite 1
Missoula, MT 59802

RE: Littleton Crossing Apartments, 5591 South Nevada Street

Dear Mr. Snow:

As you know, the City of Littleton has met with Summit Housing regarding building a mixed income development at 5591 South Nevada Street, in a pre-application concept meeting. It is the city's understanding that the proposed Littleton Crossing Apartments will add 63 new units, with 49 units targeted for households earning 60% of the Area Median Income (AMI) or less.

Littleton's comprehensive plan, the 2014 Citywide Plan, identifies goals and policies that promote the vision of the community. Summit Housing's proposed Littleton Crossing Apartments appears to be consistent with the following policies:

- Generate more opportunities for residents to live, shop and play where they work and to work, shop and play where they live.
- Encourage housing that responds to changing demands in the local housing market, allows every generation and income group to call Littleton home, and is otherwise consistent with this plan.
- Strengthen downtown by:
 - Increasing housing diversity and densities to help enliven the streets and support the stores.

The mixed income concept for Littleton Crossing Apartments appears to be consistent with the 2016-2017 City of Littleton Council goal to "preserve and cultivate a quality community," and subsequent objectives:

- Provide support to cultivate the quality of neighborhoods.
- Encourage reinvestment in housing stock.
- Foster a livable community for a diverse population

The city looks forward to continuing to work with Summit Housing on its proposal to develop 5591 South Nevada Street, as it proceeds to formal application and is processed through the city's development review requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Jocelyn Mills".

Jocelyn Mills
Community Development Director